

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

JENNIFER HAAG,

Plaintiff,

v.

**SELECTIVE INSURANCE COMPANY
OF AMERICA,**

Defendant.

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)
)

Civil Action No. _____

JURY DEMAND

PETITION FOR REMOVAL

PLEASE TAKE NOTICE that the Defendant, Selective Insurance Company of America, hereby removes this case to the United States District Court for the Middle District of Tennessee, Nashville Division, pursuant to 28 U.S.C. §§. 1441 and 1446. The grounds for the removal are as follows:

1. Plaintiff filed the above-styled action on September 22, 2014 against the Selective Insurance Company of America in the Circuit Court of Sumner County, Tennessee. A true and correct copy of the Complaint in the suit is styled: Jennifer Haag v. Selective Insurance Company of America, Sumner County Circuit Court Case Number 83CCI-2014-CV-1029 attached hereto as Exhibit 1.

2. The suit was served on the Tennessee Department of Commerce and Insurance on September 25, 2014 and was sent to Defendant, Selective Insurance Company of America thereafter.

3. Other than the filing of the Complaint, no proceedings have taken place in this matter. This Defendant removes this action to the United States District Court for the Middle District of Tennessee, Nashville Division pursuant to the provisions of 28 U.S.C. § 1441 on the grounds that this Court has jurisdiction pursuant to 28 U.S.C. §§ 1332 and 1333.

4. Plaintiff, Jennifer Haag alleges in the Complaint that she is the owner of the home located at 107 Cheyanne Drive, Hendersonville, (Sumner County) Tennessee.

5. Selective Insurance Company of America is a New Jersey Corporation with its principal place of business located in Branchville, Sussex County, New Jersey.

6. This dispute is between persons (companies) of different states and the amount in dispute, based upon allegations made in the complaint are in excess of \$75,000.00, exclusive of costs and interest; therefore, it also meets the jurisdictional requirements of this Court pursuant to the provisions of 28 U.S.C. § 1332(a).

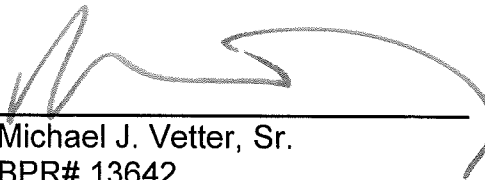
7. Venue is correct herein because Plaintiff's action is pending in Sumner County, Tennessee.

8. Counsel for the Defendant has served on counsel for Plaintiff a copy of this Petition for Removal and a copy of the Petition for Removal be filed in the Sumner County Circuit Court by the Defendant within 30 days of service of the Complaint on the Defendant.

WHEREFORE, please take notice that Defendant, the Selective Insurance Company of America removes the state action styled Jennifer Haag v. Selective Insurance Company of America, Sumner County Circuit Court Case Number 83CCI-2014-CV-1029 from the Circuit Court of Sumner County, where it is now pending, to the United States District Court for the Middle District of Tennessee on this the 20th day of October, 2014.

Respectfully submitted,

SPICER RUDSTROM PLLC



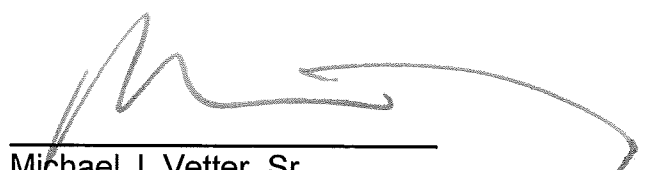
Michael J. Vetter, Sr.
BPR# 13642
Bank of America Tower
414 Union Street, Suite 1700
Nashville, Tennessee 37219-1823
(615) 259-9080 telephone
(615) 259-1522 facsimile

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been sent via United States mail, postage prepaid, properly addressed to:

Thomas W. Thompson
Thompson Trial Group, P. A.
4725 North Lois Avenue
Tampa, FL 33614-7046
(813) 254-1800

this 20th day of October, 2014.



Michael J. Vetter, Sr.

Exhibit 1

IN THE CIRCUIT COURT FOR SUMNER COUNTY, TENNESSEE

FILED

2:15

PM

SEP 22 2014

CIRCUIT COURT CLERK

BY MB D.C.

JENNIFER HAAG,

Plaintiff,

v.

SELECTIVE INSURANCE COMPANY
OF AMERICA,

Defendant.

JURY DEMAND

Case No.

83CC1-2014-CV-1029

COMPLAINT

Plaintiff, JENNIFER HAAG, for her Complaint against the Defendant, SELECTIVE INSURANCE COMPANY OF AMERICA, ("Defendant"), would respectfully show and allege to the Court as follows:

GENERAL ALLEGATIONS

1. Plaintiff, JENNIFER HAAG, owns the property located at 107 Cheyenne Drive, Hendersonville, TN 37075-4610.
2. Defendant, SELECTIVE INSURANCE COMPANY OF AMERICA, is a for-profit foreign insurance company authorized to engage in, and does engage in, the sale and delivery of property insurance within the State of Tennessee. The registered agent for service of process of SELECTIVE INSURANCE COMPANY OF AMERICA is the Tennessee Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, Tennessee, 37243.
3. Plaintiff's claim for relief arises from a covered sinkhole loss to their property located at 107 Cheyenne Drive, Hendersonville, TN 37075-4610 ("Property"). Venue is proper pursuant to Tenn. Code. Ann. § 20-4-103.

4. At all times material hereto, Plaintiff has been the owner of the Property.
5. Plaintiff renewed or procured a policy of homeowner's insurance, policy number H 2187536 ("Policy"), from Defendant covering the above-referenced property. Attached hereto as **Exhibit A**.
6. In consideration of monies paid by Plaintiff to Defendant, the Policy was issued, insuring the Plaintiff's property against risks, including sinkholes. The insurance policy provided dwelling insurance coverage in addition to other coverages.
7. Plaintiff has renewed the Policy each and every year and have paid all premiums due thereunder and otherwise met all conditions of coverage thereunder.
8. On or about May 1, 2013, while the Policy was in full force and effect, the Property was damaged as a result of sinkhole activity.
9. The damage to Plaintiff's Property is caused by a covered peril under the Policy.
10. A notice of loss and damages was properly given by Plaintiff to Defendant in accordance with the terms of the Policy.
11. Defendant sent a professional engineer, Rimkus Consulting Group, Inc., ("Rimkus") to Plaintiff's Property who confirmed that there was damage to the home and that the home was situated in a karst setting where sinkholes are apparent with a sinkhole present on the Property, but stated the damage was caused by perils excluded under the Policy and not by sinkhole activity.
12. On or about November 18, 2013, Defendant sent a letter to Plaintiff stating that Rimkus determined that sinkhole activity was not a cause of loss and denied the claim. Attached hereto as **Exhibit B**.

13. On or about July 3, 2014, Plaintiff, through counsel, sent a request that Defendant reopen the claim and consider all of the evidence in order to make an informed decision concerning the Plaintiff's Property and claim. Attached hereto as **Exhibit C**.

14. Plaintiff has complied fully with all of the provisions of the Policy.

15. Plaintiff has been required to retain the services of the undersigned counsel and is obligated to pay them reasonable fees for their services.

BREACH OF CONTRACT

16. Plaintiff adopts and incorporates by reference the allegations contained in paragraphs 1 through 15 above as though fully set forth herein.

17. Defendant has breached the Policy by denying coverage and failing and refusing to pay all benefits due thereunder for the claim of sinkhole activity.

18. Defendant failed to properly investigate the Property as required under the Policy and by state statute.

19. Defendant failed to exercise the skill, care and knowledge required of a licensed insurance carrier with respect to the investigation and handling of this claim.

20. Defendant failed to investigate the Plaintiff's claim in a prompt and thorough manner.

21. Defendant represented to its insured that exclusionary language contained in the Policy excluded coverage of the claim, when the Defendant knew or should have known that it did not exclude coverage. Such acts or omissions were committed intentionally, recklessly, and/or negligently.

22. Defendant owes Plaintiff prejudgment interest, expert fees, costs, the costs of all structurally necessary repairs, and, if the home is not repairable within applicable coverage limits, and amount equal to such limits for the total constructive loss.

BAD FAITH

23. Plaintiff adopts and incorporates by reference the allegations contained in paragraphs 1 through 22 above as though fully set forth herein.

24. Defendant's failure and refusal to pay is not in good faith, and such failure to pay has inflicted expense, loss, and injury upon Plaintiff. Accordingly, Plaintiff is entitled to recover, in addition to the amount of the insured loss and interest thereon, an amount equal to twenty-five percent (25%) of the liability for the loss, pursuant to Tenn. Code Ann. § 56-7-105.

25. The acts and/or omissions of Defendant constitutes bad faith with respect to the exercise of its duties and obligations to the Plaintiff, including, but not limited to:

(A) Defendant failed to exercise the skill, care and knowledge required of a licensed insurance carrier with respect to the investigation and handling of insurance claims;

(B) Defendant failed to investigate the Plaintiff's claim in a prompt and thorough manner; and,

(C) Defendant intentionally ignored requests to pay the claim of insurance policy coverage for the Plaintiff's claims.

26. Defendant unilaterally selected Rimkus, a company with which Defendant has a long-standing financial relationship, to test Plaintiff's home. This goal-oriented company, not surprisingly, denied the existence of sinkhole damage at the Property, despite clear evidence to the contrary.

27. Although Defendant was aware of Rimkus' flawed findings, Defendant blindly adopted Rimkus' suggestion of no sinkhole damage to the Property in an intentional placement of its own financial interests before JENNIFER HAAG's interest in safeguarding her home.

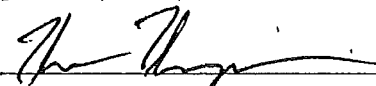
28. Defendant has exhibited a pattern of conduct with regard to its claims handling practices, which has resulted in repeated misconduct amounting to intentional or reckless bad faith toward its insured. A history of court determinations and complaints of bad faith conduct on the part of Defendant has put Defendant on notice that its claims handling practices have resulted in repeated incidents of bad faith. In spite of such notice, Defendant has intentionally or recklessly or carelessly failed to correct its corporate policies or otherwise train its personnel in such a manner as to reduce or eliminate this misconduct.

WHEREFORE, Plaintiff respectfully requests the Court to enter judgment against Defendant for (i) actual damages; (ii) costs, including expert fees; (iii) reasonable attorneys' fees; (iv) all general and special damages, including but not limited to the full cost of repair or replacement of Plaintiff's home; (v) pre-judgment interest; (vi) bad faith damages; and (vii) any other relief as the Court deems just and appropriate. Plaintiff prays for all relief and damages to which they are entitled under the common law, including compensatory damages, punitive damages, attorneys' fees, and costs.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury of twelve (12) persons to try all issues so triable in this matter and such further and general relief to which he may be entitled.

Respectfully submitted,

By: 

Thompson Trial Group, P.A.

thompson@ttglaw.com

TBN: 25817

4725 North Lois Avenue

Tampa, Florida 33614-7046

Telephone: (813) 254-1800

Facsimile: (813) 254-1844

Attorney for Plaintiff

TN 13-1121
AG



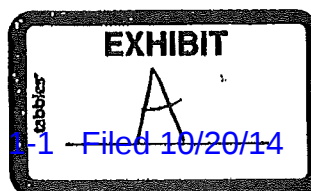
SELECTIVE
Insurance

**THIS IS A TRUE AND CERTIFIED COPY OF AN INSURANCE
POLICY ISSUED BY A SELECTIVE INSURANCE COMPANY**

THIS IS A TRUE AND CERTIFIED COPY

Stephen B. Arnold

CERTIFIED COPY





SELECTIVE
Insurance

POLICY DOCUMENT

H 2187536

INSURED 'S COPY

Selective Insurance
40 Wantage Avenue Branchville
New Jersey 07890
(973) 948-3000

LIMITED FUNGI, WET OR DRY ROT, BACTERIA COVERAGE

ADVISORY NOTICE TO POLICYHOLDERS

THIS NOTICE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED WITH. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

When the limited fungi, wet or dry rot, or bacteria coverage endorsement is attached to your policy:

- The amount of property insurance available for loss to your property caused by "fungi", wet or dry rot, or bacteria is reduced. Coverage is only provided for loss caused by "fungi", wet or dry rot, or bacteria if such "fungi", wet or dry rot, or bacteria is the result of a covered peril. "Fungi" are defined in the endorsement and include mold; and
- Coverage is added for the testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria; and
- The amount of liability insurance available for injury or damage arising directly or indirectly out of "fungi", wet or dry rot, or bacteria is reduced.

SECTION I — PROPERTY COVERAGES

If "fungi", wet or dry rot, or bacteria results from a covered peril and damages your property, loss caused by such "fungi", wet or dry rot, or bacteria is covered. However, the amount of insurance available for such coverage is limited to the amount specified on the endorsement (or if not on the endorsement, the Declarations page of your policy.)

Coverage, up to the specified amount of insurance, includes:

1. The cost to remove fungi, wet or dry rot, or bacteria from covered property;
2. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi, wet or dry rot, or bacteria; and
3. The cost of testing of air or property to confirm the absence, presence or level of fungi, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that fungi, wet or dry rot, or bacteria is present.

NOTE: Coverage is available **ONLY** if loss or costs results from a Peril Insured Against that occurs during the policy period.

Our Limit of Liability

We will provide up to \$10,000 of coverage. The limit is the most we will pay for the total of all loss or costs payable regardless of the number of locations insured under your policy or the number of claims made.

SECTION II — LIABILITY COVERAGE

We have limited the amount of insurance available to you when a claim is made or a suit is brought against you by another person alleging damages because of bodily injury or property damage arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

Previously, your liability coverage for damages caused by fungi, wet or dry rot, or bacteria was provided on an occurrence basis. The new limit of liability is provided on an aggregate basis. This means that the limit for liability coverage shown in the endorsement (\$50,000) is the most we will pay for all damages resulting from the total of all bodily injury or property damage, occurring during the entire policy period, that is a result of fungi, wet or dry rot, or bacteria. This aggregate limit is the most we will pay regardless of the number of locations insured under the policy, number of persons injured, number of persons whose property is damaged, number of insureds, or the number of occurrences or claims made against you.

NOTICE!

THIS POLICY DOES NOT COVER FLOOD LOSS

MOST PEOPLE DON'T THINK MUCH ABOUT FLOODS. HOWEVER, 90% OF ALL DISASTERS IN THE U.S. ARE FLOOD RELATED. ONE THIRD OF ALL FLOOD LOSSES OCCUR OUTSIDE GOVERNMENT IDENTIFIED SPECIAL FLOOD HAZARD AREAS.

FLOODS CAN HAPPEN ANYWHERE, ANYTIME. THEY CAUSE ANGUISH AND DESTRUCTION — PHYSICAL, EMOTIONAL AND FINANCIAL.

YOUR HOMEOWNERS POLICY DOES NOT PROVIDE COVERAGE FOR FLOODS. YOU WILL NOT HAVE COVERAGE FOR PROPERTY DAMAGE FROM FLOODS UNLESS YOU TAKE STEPS TO PURCHASE A SEPARATE POLICY OF FLOOD INSURANCE AT AN ADDITIONAL PREMIUM FROM THE NATIONAL FLOOD INSURANCE PROGRAM, 42 U.S.C. SECTION 4002., et seq.

YOUR INDEPENDANT INSURANCE AGENT SHOULD BE CONSULTED TO OBTAIN FURTHER INFORMATION ON OBTAINING A FLOOD POLICY WITH SELECTIVE INSURANCE UNDER THE NATIONAL FLOOD INSURANCE PROGRAM.

If you would like more information about obtaining flood insurance, please contact the Selective Insurance Flood Department at (877)-348-0552.

This notice does not expand or increase coverage in any homeowners policy or endorsement. That policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

IMPORTANT NOTICE REGARDING AGENT COMPENSATION

We sell our insurance products and services through appointed independent insurance agencies and agents ("Agent" or "Agents"). Because Agents also generally represent several of our competitors, our primary marketing strategy is to:

- Develop close relationships with each Agent by (i) soliciting their feedback on products and services, (ii) advising them concerning company developments, and (iii) investing significant time with them professionally and socially; and
- Develop with each Agent, and then carefully monitor, annual goals regarding (i) types and mix of risks placed with us, (ii) amounts of premium or numbers of policies placed with us, (iii) customer service levels, and (iv) profitability of business placed with us.

We pay Agents commissions and other consideration for business placed with us (and we do not authorize our Agents to receive other monies for our insurance). We seek to compensate our Agents fairly and in a way consistent with market practices.

Our Agent compensation programs may include one or more of the following depending on the Agent's overall business relationship with us:

- **Commission Payments.** We pay commission based on a percentage of the premium the policyholder pays. The amount of commission varies depending on policy type, state location of risk, and other factors.
- **Additional Commission Payments.** We may pay additional and varying percentages of premium for attainment of certain goals we set with the Agent, including:
 - **Profitability**, which we determine by comparing losses and expenses to premium;
 - **Volume**, which is the amount of premium written with us;
 - **Growth and Retention**, which we measure by comparing premium volume or number of policies for overall or specific types of policies; or
 - **Annual Plan Performance**, which we measure according to performance standards determined by us and the Agent.

In certain cases, an Agent may put additional commissions at risk and become obligated to pay us amounts if certain goals are not met.

- **Expense Reimbursement.** We may reimburse certain marketing and other expenses incurred for placing business with us.
- **Entertainment and Other Things of Value.** We may entertain or provide other things of value, including travel and gratuities, to Agents who we believe provide exceptional value to our policyholders and shareholders.
- **Business Production Incentive Programs.** We may provide Agents or their employees opportunities to receive additional compensation (cash or contest prizes) for certain activities or tasks, such as placing specific types of policies with us or inputting data through one of our technology systems.

- **Loss Control Agreements.** We may pay Agents a flat fee or a percentage of commission for safety and loss control surveys, inspections, accident or claim investigations.
- **Agent Stock Purchase Plan.** Certain of our Agents participate in a stock purchase plan that allows those Agents to purchase common stock in Selective Insurance Group, Inc. at a 10% discount to market and requires those agents to hold the stock for at least one year before they can transfer it.

As supporters of the independent insurance agency distribution system, we may provide Agents from time-to-time with tools and programs designed to preserve and strengthen the independent agency distribution system, including assistance with producer recruitment and/or training, loans, or loan guarantees. These tools and programs, which may be experimental, are provided to assist our Agents in the perpetuation of robust independent insurance agencies and are not conditioned on the imposition of extraordinary current or future production conditions.

We also distribute our insurance products to a limited extent through select insurance brokers which we compensate with some of the same compensation tools we use for Agents. If you have engaged a broker to place insurance with us, please ask the broker if any of the above described compensation arrangements are in effect with us.

Please direct questions regarding specific compensation to your Agent.

HOMEOWNERS CONTINUOUS POLICY DECLARATIONS

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA
3426 TORINGDON WAY STE 200
CHARLOTTE, N.C. 28277

Named Insured and Mailing Address
JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075--4610

Number H 2187536
Term 01A TN
Agent No. 00-41040-00000
Period 09/20/2012 to 09/20/2013
12:01 A.M. Standard Time
At The Residence Premises

AGENT:
GENY INSURANCE AGENCY INC
992 DAVIDSON DR
NASHVILLE, TN 37205--1051

BILL ACCT. NO.: 794413969

615-356-3212

THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT THE ABOVE ADDRESS
UNLESS OTHERWISE STATED BELOW.

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT
OF LIABILITY IS SHOWN FOR THE COVERAGE.

SECTION I COVERAGES	LIMIT OF LIABILITY	PREMIUM
A. DWELLING	\$ 250,000	
B. OTHER STRUCTURES	\$ 25,000	
C. PERSONAL PROPERTY	\$ 187,500	
D. LOSS OF USE	\$ SEE BELOW	
SECTION I PREMIUM		\$ 741.00
SECTION II COVERAGES AND LIMITS OF LIABILITY		
E. PERSONAL LIABILITY	\$ 300,000 EACH OCCURRENCE	INCLUDED
F. MEDICAL PAYMENTS TO OTHERS	\$ 5,000 EACH PERSON	INCLUDED
ADDITIONAL COVERAGES (SEE "REMARKS" SECTION FOR DETAILS)		\$ 53.00
TOTAL COMBINED PREMIUM		\$ 794.00

SECTION I - DEDUCTIBLES (INCLUDED IN SECTION I PREMIUM)

\$ 1000 ALL PERILS

IN CASE OF LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF THE LOSS OVER THE
DEDUCTIBLE(B) STATED.

FORM AND ENDORSEMENTS MADE PART OF YOUR POLICY:
(NUMBER(S) AND EDITION DATE(S) ARE PROVIDED BELOW.)

FORM: HO 00 05 10 00
ENDORSEMENT(S): HO 01 41 12 01 HO 04 95 10 00 F-1148 (09-02)
MISC1597 (10-06) MISC-798 (06-01) MISC1600 (05-00)
MIS10C (05-11) IN0197 (08-07) HO 04 53 10 00
HO 04 27 04 02 F-1213 (11-07) HO 05 80 10 00
HO 24 82 04 02 HO 04 90 10 00 F-1305 (03-10)
HO 25 99 01 07 F-1217 (08-11)

-REMARKS-

THIS POLICY DOES NOT PROVIDE WORKERS COMPENSATION INSURANCE FOR RESIDENCE
EMPLOYEES OR FOR ANY OTHER EMPLOYEES.

THE FOLLOWING ITEMS ARE INCLUDED IN YOUR SECTION I PREMIUM UNLESS OTHERWISE
STATED.

HOME/AUTO ACCOUNTS WITH SELECTIVE APPLIES.
LOSS FREE DISCOUNT APPLIES.
GOOD PAYER APPLIES.
INCREASE IN COVERAGE C, PERSONAL PROPERTY, APPLIES. INCLUDED
COVERAGE D-LOSS OF USE IS COVERAGE FOR THE ACTUAL LOSS SUSTAINED
FOR A PERIOD OF 12 MONTHS IMMEDIATELY FOLLOWING THE DATE OF LOSS,
SUBJECT TO THE POLICY PROVISIONS.
WOODSTOVE, COAL OR SOLID FUEL, DOES NOT APPLY.
SWIMMING POOL, DOES NOT APPLY.
TRAMPOLINE, DOES NOT APPLY.

Issuing Date 08/17/2012

D/B-01- I

F-697 (11/07)

Case 3:14-cv-01998 Document 1-1 Filed 10/20/14 Page 18 of 98 PageID #: 20

INSURED'S COPY

HOMEOWNERS CONTINUOUS POLICY DECLARATIONS

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA
3426 TORINGDON WAY STE 200
CHARLOTTE, N.C. 28277

Named Insured and Mailing Address
JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075--4610

Number	H 2187536
Term	01A TN
Agent No.	00-41040-00000
Period	09/20/2012 to 09/20/2013 12:01 A.M. Standard Time At The Residence Premises

PAGE 2

# OF HOUSEHOLD OCCUPANTS	1	INCLUDED
HO 04 27, LIMITED FUNGI, WET OR DRY ROT OR BACTERIA COVERAGE, IS ATTACHED.		INCLUDED
PROPERTY COVERAGE LIMIT	10000	
COVERAGE AGGREGATE LIABILITY SUB-LIMIT	50000	
HO 04 53, CREDIT CARD, FUND TRANSFER CARD OR ACCESS DEVICE, FORGERY AND COUNTERFEIT MONEY COVERAGE - INCREASED LIMIT, IS ATTACHED.		
INCREASED LIMIT OF LIABILITY: \$10,000	\$ 1.00	
F-1213, IDENTITY FRAUD EXPENSE ENDORSEMENT, IS ATTACHED.	\$ 21.00	
LIMIT: 20000		
HO 05 80, PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED LEAD AND LIMITED ESCAPED LIQUID FUEL LIABILITY COVERAGES, IS ATTACHED.		
AGGREGATE LIMITED LEAD AND ESCAPED LIQUID FUEL LIMIT OF LIABILITY: \$ 50000		INCLUDED
PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL LIMIT OF LIABILITY \$ 10000	\$ 4.00-	INCLUDED
HO 24 82, PERSONAL INJURY, IS ATTACHED.		INCLUDED
HO 04 90, PERSONAL PROPERTY REPLACEMENT COST, IS ATTACHED.		INCLUDED
F-1305, WATER BACKUP AND SUMP OVERFLOW IS ATTACHED.	\$ 17.00	
LIMIT OF LIABILITY IS \$ 15,000. A DEDUCTIBLE OF \$250.00 APPLIES.		
HO 25 99, SINKHOLE LOSS COVERAGE - TENNESSEE	\$ 18.00	
F-1217 SUMMIT CLASSIC HOMEOWNERS ENDORSEMENT, IS ATTACHED.		INCLUDED

CONTINUOUS RENEWAL PLAN

1. THE POLICY PERIOD SHALL BE AS INDICATED AND FOR SUCCESSIVE POLICY TERMS AS STATED BELOW.
2. IF WE ELECT TO CONTINUE THIS INSURANCE, WE WILL RENEW THIS POLICY IF YOU PAY THE REQUIRED RENEWAL PREMIUM WHEN DUE FOR EACH SUCCESSIVE POLICY PERIOD, SUBJECT TO OUR PREMIUMS, RULES AND FORMS THEN IN EFFECT.
3. IF A MORTGAGEE IS NAMED IN THIS POLICY, WE WILL CONTINUE THIS INSURANCE FOR THE MORTGAGEE'S INTEREST FOR TEN DAYS AFTER WRITTEN NOTICE OF TERMINATION TO THE MORTGAGEE AND THEN THIS POLICY WILL TERMINATE.

RISK LOCATION RATING INFORMATION

YOU RESIDE IN A BRICK ON FRAME TOWNHOUSE OR ROW HOUSE THAT HAS 1 FAMILY PER FIRE DIVISION. IT IS LOCATED WITHIN 1000 FEET OF A FIRE HYDRANT AND WITHIN 1 MILE OF A FIRE STATION. ITS YEAR OF CONSTRUCTION IS 1979. THE TOWNHOUSE OR ROW HOUSE IS YOUR PRIMARY RESIDENCE. YOUR FIRE DISTRICT IS HENDERSONVILLE.

THE ZIP CODE USED FOR THE PURPOSE OF RATING THIS POLICY IS 37075-4610, THE COUNTY IS SUMNER, AND THE PROTECTION CLASS IS 04, AND THE CITY/COUNTY CODE IS 0180-830, AND THE BUILDING CODE EFFECTIVENESS GRADING CODE IS 99.

(A) THE RESIDENCE PREMISES IS NOT SEASONAL; (B) NO BUSINESS PURSUITS ARE CONDUCTED ON THE RESIDENCE PREMISES; (C) THE RESIDENCE PREMISES IS THE ONLY PREMISES WHERE YOU MAINTAIN A RESIDENCE OTHER THAN BUSINESS OR FARM PROPERTIES; (D) THE INSURED HAS NO FULL TIME RESIDENCE EMPLOYEES; (E) THE INSURED HAS NO OUTBOARD MOTOR(S) OR WATERCRAFT OTHERWISE EXCLUDED UNDER THIS POLICY FOR WHICH COVERAGE IS DESIRED.

EXCEPTIONS, IF ANY TO (A), (B), (C), (D), OR (E): NONE

HOMEOWNERS 5 — COMPREHENSIVE FORM

HO 00 05 10 00

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.

B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:

a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

(4) Motor vehicle means a "motor vehicle" as defined in 7. below.

2. "Bodily Injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:

(1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;

(2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

(3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

(4) The rendering of home day care services to a relative of an "insured".

4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

5. "Insured" means:

a. You and residents of your household who are:

(1) Your relatives; or

(2) Other persons under the age of 21 and in the care of any person named above;

b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- (1) 24 and your relative; or
- (2) 21 and in your care or the care of a person described in a.(1) above; or

c. Under Section II:

- (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- (2) With respect to a "motor vehicle" to which this policy applies:
 - (a) Persons while engaged in your employ or that of any person included in or a. or b. above; or
 - (b) Other persons using the vehicle on an "Insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "Insured", the words an "Insured" together mean one or more "Insureds".

6. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in a. and b. above;
- d. Any part of a premises:
 - (1) Not owned by an "Insured"; and
 - (2) Where an "Insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "Insured";

- f. Land owned by or rented to an "Insured" on which a one, two, three or four family dwelling is being built as a residence for an "Insured";
- g. Individual or family cemetery plots or burial vaults of an "Insured"; or
- h. Any part of a premises occasionally rented to an "Insured" for other than "business" use.

7. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. "Bodily Injury"; or
- b. "Property damage".

9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

10. "Residence employee" means:

- a. An employee of an "Insured", or an employee leased to an "Insured" by a labor leasing firm, under an agreement between an "Insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "Insured".

A "residence employee" does not include a temporary employee who is furnished to an "Insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or

- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under Section I that exceeds the deductible amount shown in the Declarations.

SECTION I — PROPERTY COVERAGES

A. Coverage A — Dwelling

1. We cover:

- a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

2. We do not cover land, including land on which the dwelling is located.

B. Coverage B — Other Structures

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures from which any "business" is conducted; or

- d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

C. Coverage C — Personal Property

1. Covered Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

2. Limit For Property At Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

3. Special Limits Of Liability

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$1,500 on trailers or semi-trailers not used with watercraft of all types.
- e. \$1,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$2,500 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property described in Categories j. and k. below.
- j. \$1,500 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category j.

- k. \$1,500 on electronic apparatus and accessories used primarily for "business" while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources.

Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described in this Category k.

4. Property Not Covered

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

- (2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

- (a) Used solely to service an "insured's" residence; or
- (b) Designed to assist the hand-capped;

- d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft not used or designed to carry people or cargo;

- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided under E.10. Landlord's Furnishings under Section I — Property Coverages;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
- (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment.
- We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I — Property Coverages; or
- k. Water or steam.

D. Coverage D — Loss Of Use

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use below.

1. Additional Living Expense

If a loss covered under Section I makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. Fair Rental Value

If a loss covered under Section I makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises.

3. Civil Authority Prohibits Use

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in 1. Additional Living Expense and 2. Fair Rental Value above for no more than two weeks.

4. Loss Or Expense Not Covered

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under 1. Additional Living Expense, 2. Fair Rental Value and 3. Civil Authority Prohibits Use above are not limited by expiration of this policy.

E. Additional Coverages

1. Debris Removal

- a. We will pay your reasonable expense for the removal of:

- (1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or

- (2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for such expense.

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:
- (1) Your tree(s) felled by the peril of Windstorm or Fall or Weight of Ice, Snow or Sleet; or
 - (2) A neighbor's tree(s) felled by a Peril Insured Against;
- provided the tree(s):
- (3) Damage(s) a covered structure; or
 - (4) Does not damage a covered structure, but:
 - (a) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
 - (b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

- b. If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1) Increase the limit of liability that applies to the covered property; or
- (2) Relieve you of your duties, in case of a loss to covered property, described in B.4. under Section 1 — Conditions.

3. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

5. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money**a. We will pay up to \$500 for:**

- (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
 - (a) By a resident of your household;
 - (b) By a person who has been entrusted with either type of card or access device; or
 - (c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or

- (2) Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in a. above applies, the following defense provisions also apply:

- (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- (2) If a suit is brought against an "insured" for liability under a.(1) or (2) above, we will provide a defense at our expense by counsel of our choice.
- (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.(3) above.

7. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against, other than:

- (1) Earthquake; or
- (2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph P. Policy Period under Section I — Conditions does not apply to this coverage.

This coverage is additional insurance.

8. Collapse

- a. This Additional Coverage applies to property covered under Coverages A and B. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) The Perils Insured Against under Coverages A and B;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "Insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "Insured" prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.

- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

9. Glass Or Safety Glazing Material

- a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the "residence premises" if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in a.(2) above. A dwelling being constructed is not considered vacant.

- c. This coverage does not increase the limit of liability that applies to the damaged property.

10. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused only by the following Perils Insured Against:

a. Fire Or Lightning**b. Windstorm Or Hail**

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

c. Explosion**d. Riot Or Civil Commotion****e. Aircraft**

This peril includes self-propelled missiles and spacecraft.

f. Vehicles**g. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

h. Vandalism Or Malicious Mischief**i. Falling Objects**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

j. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

k. Accidental Discharge Or Overflow Of Water Or Steam

(1) This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

(2) This peril does not include loss:

(a) To the system or appliance from which the water or steam escaped;

(b) Caused by or resulting from freezing except as provided in m. Freezing below;

(c) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or

(d) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

(3) In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

l. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

m. Freezing

- (1) This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- (2) In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

n. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

o. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

11. Ordinance Or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;

- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or

- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

- c. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

- (2) The costs to comply with any ordinance or law which requires any "insured" or others, to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

12. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

SECTION I — PERILS INSURED AGAINST

We insure against risk of direct physical loss to property described in Coverages A, B and C.

We do not insure, however, for loss:

A. Under Coverages A, B and C:**1. Excluded under Section I — Exclusions;****2. Caused by:**

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio or swimming pool;

- (2) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;

- (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or

- (4) Pier, wharf or dock;

- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
 - (1) A plumbing, heating, air conditioning or automatic fire protective sprinkler system, or a household appliance, on the "residence premises"; or
 - (2) A storm drain, or water, steam or sewer pipes, off the "residence premises".

- For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

- e. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion, or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against in a. through o. as listed in E.10. Landlord's Furnishings under Section I — Property Coverages.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents, or insects; or
- (8) Animals owned or kept by an "Insured".

Exception To 2.e.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A, B or C resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I — Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under d. and e. above.

Under 2.a. through e. above, any ensuing loss to property described in Coverages A, B and C not precluded by any other provision in this policy is covered.

B. Under Coverages A and B:

1. Caused by vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
2. Involving collapse, other than as provided in E.8. Collapse under Section I — Property Coverages. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

C. Under Coverage C caused by:

1. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

However, there is coverage for breakage of the property by or resulting from:

- a. Fire, lightning, windstorm, hail;
- b. Smoke, other than smoke from agricultural smudging or industrial operations;
- c. Explosion, riot, civil commotion;
- d. Aircraft, vehicles, vandalism and malicious mischief;
- e. Collapse of a building or any part of a building;
- f. Water not otherwise excluded;

- g. Theft or attempted theft; or
- h. Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (1) A steam or hot water heating system;
 - (2) An air conditioning or automatic fire protective sprinkler system; or
 - (3) An appliance for heating water;
- 2. Dampness, of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- 3. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- 4. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings equipment and out board engines or motors;
- 5. Destruction, confiscation or seizure by order of any government or public authority; or
- 6. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body. However, any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.

SECTION I — EXCLUSIONS

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion A.1.a. does not apply to the amount of coverage that may be provided for in E.11. Ordinance Or Law under Section I — Property Coverages;
- b. The requirements of which result in a loss in value to property; or

- c. Requiring any "Insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion A.1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion A.2. does not apply to loss by theft.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "Insured" is covered.

Water damage to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an "Insured" is excluded even if weather conditions contribute in any way to produce the loss.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

5. Neglect

Neglect means neglect of an "Insured" to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion A.7. pertains to Nuclear Hazard to the extent set forth in M. Nuclear Hazard Clause under Section I — Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act an "Insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "Insured" is entitled to coverage, even "Insureds" who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

- B. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in A. above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;

of part or all of any property whether on or off the "residence premises".

SECTION I — CONDITIONS

A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. To an "Insured" for more than the amount of such "Insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, or an "insured" seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I — Property Coverages;
4. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another "insured", and sign the same;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;

- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in 6. above;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- h. Evidence or affidavit that supports a claim under E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I — Property Coverages, stating the amount and cause of loss.

C. Loss Settlement

In this Condition C., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs are provided in E.11. Ordinance Or Law under Section I — Property Coverages. Covered property losses are settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
 - c. Structures that are not buildings; and
 - d. Grave markers, including mausoleums;
 at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings covered under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (1) The limit of liability under this policy that applies to the building;
- (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
- (3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

- b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (1) The actual cash value of that part of the building damaged; or
- (2) That proportion of the cost to repair or replace, after application of any deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1) Excavations, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2) Those supports described in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3) Underground flues, pipes, wiring and drains.

- d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.

However, if the cost to repair or replace the damage is both:

- (1) Less than 5% of the amount of insurance in this policy on the building; and
- (2) Less than \$2,500;

we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.

- e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition C. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.

D. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

E. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

F. Other Insurance And Service Agreement

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the date of loss.

H. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

I. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

J. Abandonment Of Property

We need not accept any property abandoned by an "insured".

K. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs E. Appraisal, G. Suit Against Us and I. Loss Payment under Section I — Conditions also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

L. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

M. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

N. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

O. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.

P. Policy Period

This policy applies only to loss which occurs during the policy period.

Q. Concealment Or Fraud

We provide coverage to no "Insureds" under this policy if, whether before or after a loss, an "Insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

R. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, the definition of "Insured" is changed to include that loss payee with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

SECTION II — LIABILITY COVERAGES**A. Coverage E — Personal Liability**

If a claim is made or a suit is brought against an "Insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "Insured" is legally liable. Damages include prejudgment interest awarded against an "Insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage F — Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "Insured location" with the permission of an "Insured"; or
2. To a person off the "Insured location", if the "bodily injury":
 - a. Arises out of a condition on the "Insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "Insured";

- c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "Insured"; or
- d. Is caused by an animal owned by or in the care of an "Insured".

SECTION II — EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages E and F do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
 - a. In dead storage on an "Insured location";
 - b. Used solely to service an "Insured's" residence;
 - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "Insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "Insured"; or

- (2) Owned by an "Insured" provided the "occurrence" takes place on an "Insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or

- e. A motorized golf cart that is owned by an "Insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "Insured" to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;

- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "Insured's" residence.

B. "Watercraft Liability"

1. Coverages E and F do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion B.1. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;

b. Is a sailing vessel, with or without auxiliary power, that is:

- (1) Less than 26 feet in overall length; or
- (2) 26 feet or more in overall length and not owned by or rented to an "Insured"; or

c. Is not a sailing vessel and is powered by:

- (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "Insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "Insured"; or
- (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "Insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "Insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "Insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or
 - (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage E — Personal Liability And Coverage F — Medical Payments To Others

Coverages E and F do not apply to the following:

1. Expected Or Intended Injury

"Bodily Injury" or "property damage" which is expected or intended by an "Insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion E.1. does not apply to "bodily injury" resulting from the use of reasonable force by an "Insured" to protect persons or property;

2. "Business"

- a. "Bodily Injury" or "property damage" arising out of or in connection with a "business" conducted from an "Insured location" or engaged in by an "Insured", whether or not the "business" is owned or operated by an "Insured" or employs an "Insured".

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion E.2. does not apply to:

- (1) The rental or holding for rental of an "Insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and

- (2) An "Insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

"Bodily Injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily Injury" or "property damage" arising out of a premises:

- Owned by an "Insured";
 - Rented to an "Insured"; or
 - Rented to others by an "Insured";
- that is not an "Insured location";

5. War

"Bodily Injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- Undeclared war, civil war, insurrection, rebellion or revolution;
- Warlike act by a military force or military personnel; or
- Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

"Bodily Injury" or "property damage" which arises out of the transmission of a communicable disease by an "Insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily Injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

"Bodily Injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Aircraft Liability", D. "Hovercraft Liability" and E.4. "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "Insured".

F. Coverage E — Personal Liability

Coverage E does not apply to:

1. Liability:

- For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in D. Loss Assessment under Section II — Additional Coverages;
- Under any contract or agreement entered into by an "Insured". However, this exclusion does not apply to written contracts:
 - That directly relate to the ownership, maintenance or use of an "Insured location"; or
 - Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in a. above or elsewhere in this policy;

- "Property damage" to property owned by an "Insured". This includes costs or expenses incurred by an "Insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "Insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily Injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. "Bodily Injury" or "property damage" for which an "insured" under this policy:

a. Is also an insured under a nuclear energy liability policy issued by the:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada;

or any of their successors; or

b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily Injury" to you or an "insured" as defined under Definitions 5.a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured":

- a. To repay; or
- b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage F — Medical Payments To Others

Coverage F does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":

- a. Occurs off the "insured location"; and
- b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";

2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

3. From any:

- a. Nuclear reaction;
- b. Nuclear radiation; or
- c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

d. Any consequence of any of these; or

4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

SECTION II — ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
 2. We will not pay for "property damage":
 - a. To the extent of any amount recoverable under Section I;
 - b. Caused intentionally by an "insured" who is 13 years of age or older;
 - c. To property owned by an "insured";
 - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
- This exclusion e.(3) does not apply to a "motor vehicle" that:
- (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

D. Loss Assessment

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
 - a. "Bodily injury" or "property damage" not excluded from coverage under Section II — Exclusions; or

- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

2. Paragraph I. Policy Period under Section II — Conditions does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
 - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
 - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

SECTION II — CONDITIONS**A. Limit Of Liability**

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

B. Severability Of Insurance

This Insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "Insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named Insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "Insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to C. Damage To Property Of Others under Section II — Additional Coverage, submit to us within 60 days after the loss, as worn statement of loss and show the damaged property, if in an "Insured's" control;
6. No "Insured" shall, except at such "Insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person — Coverage F — Medical Payments To Others

1. The Injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

2. The Injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim — Coverage F — Medical Payments To Others

Payment under this coverage is not an admission of liability by an "Insured" or us.

F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an "Insured".
3. Also, no action with respect to Coverage E can be brought against us until the obligation of such "Insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "Insured" will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Concealment Or Fraud

We do not provide coverage to an "Insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

SECTIONS I AND II — CONDITIONS**A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

C. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

(1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or

(2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

D. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

F. Subrogation

An "Insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "Insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage F or Paragraph C. Damage To Property Of Others under Section II — Additional Coverages.

G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. "Insured" Includes:
 - a. An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
 - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

SPECIAL PROVISIONS — TENNESSEE

HO 01 41 12 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECTION I — CONDITIONS

K. Mortgage Clause

The following Paragraph 6. is added:

6. The rights and obligations set forth in Paragraphs 1. through 5. above apply to any party who has an insurable interest in the "residence premises" who is not an "insured".

**NO SECTION II — LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I — PROPERTY COVERAGES FOR
HOME DAY CARE BUSINESS**

HO 04 96 10 00

A. "Business", as defined in the policy, means:

1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any other activity engaged in for money or other compensation, except for the following:

a. One or more activities:

- (1) Not described in b. through d. below; and
- (2) For which no "insured" receives more than \$2000 in total compensation for the 12 months before the beginning of the policy period;

b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;

c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or

d. The rendering of home day care services to a relative of an "insured".

B. If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".

C. If home day care service is not a given "insured's" trade, profession or occupation but is an activity:

1. That an "insured" engages in for money or other compensation; and
2. From which an "insured" receives more than \$2000 in total/combined compensation from it and any other activity for the 12 months before the beginning of the policy period;

the home day care service and other activity will be considered a "business"

D. With respect to C. above, home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:

1. Described in A.2. above; and

2. Engaged in for money by a single "insured";

may be considered a "business" if the \$2000 threshold is exceeded.

E. With respect to A. through D. above coverage does not apply to or is limited with respect to home day care service which is a "business". For example, this policy:

1. Does not provide:

a. Section II coverages. This is because a "business" of an "insured" is excluded under E.2. of Section II — Exclusions;

b. Coverage, under Section I, for other structures from which any "business" is conducted; and

2. Limits Section I coverage, under Coverage C — Special Limit of Liability, for "business" property:

a. On the "residence premises" for the home day care "business" to \$2,500. This is because Category h. (e. in Form HO 00 08) imposes that limit on "business" property on the "residence premises";

b. Away from the "residence premises" for the home day care "business" to \$500. This is because Category i. (f. in Form HO 00 08) imposes that limit on "business" property away from the "residence premises." Category i. Does not apply to property describe in Categories j. and k. (g. and h. respectively in Form HO 00 08.)

NOTICE OF INFORMATION PRACTICES (LONG FORM)

MISC-798 06 01

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

INFORMATION WE COLLECT

In connection with an application, the information that we may collect will enable us to make possible judgments about your character, habits, hobbies, finances, occupation, general reputation, health or other personal characteristics. In connection with a claim, the information we may collect will enable us to process the claim.

We may obtain this information from several sources. For example, we may contact any physician, clinic or hospital where any persons to be insured or making a claim have been treated. We may need information from your employer. But, before we ask for information from any of these sources, we will ask you to sign an authorization, which gives us permission to proceed, unless authorization is not required by law.

We may get information by talking or writing to other insurance companies to which you applied for a policy or with which you have made a claim, members of your family, neighbors, friends, your insurance agent and others who know you. We may also obtain information from motor vehicle reports, court records, or photographs of the property you want insured or with regard to which you have made a claim.

CONSUMER REPORTS

It is common for an insurance company to order a report from an independent organization — a consumer reporting agency or an insurance-support organization — to verify and add to the information that you have given us. These reports are used to help us decide if you qualify for the insurance for which you have applied or to evaluate the claim you have made.

They may:

- ☐ pertain to your mode of living, character, general reputation and personal characteristics such as health, job and finances.
- ☐ contain information on your marital status, driving records, etc.
- ☐ include information on the loss history of your property.
- ☐ include information gathered by talking or writing to you or members of your family, neighbors, friends, your insurance agent and others who know you.
- ☐ include information from motor vehicle reports, court records or photographs of your property and/or the property involved in the claim.

Upon your request, the consumer reporting agency or insurance-support organization will attempt to interview you in connection with any report it prepares. The information may be kept by the reporting organization and may later be given to others who use its services. It will be given only to the extent permitted by the Federal Fair Credit Reporting Act and your local state law, if any. Upon request and identification, the consumer reporting agency or insurance-support organization will provide you with a copy of the report.

MISC-798 06 01

DISCLOSURE OF INFORMATION

Information we collect about you will not be given to anyone without your consent, except when necessary to conduct our business. There are some disclosures which may be made without your prior authorization. These include:

- _____ Persons or organizations who need the information to perform a professional, business or insurance function for us, such as businesses that assist us with data processing or marketing.
- _____ Other insurance companies, agents, or consumer reporting agencies as it may be needed in connection with any application, policy or claim involving you.
- _____ Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- _____ An insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- _____ A medical professional or institution to verify your insurance coverage or inform you of a medical condition of which you may not be aware.
- _____ Persons or organizations that conduct scientific research, including actuarial or underwriting studies.
- _____ Persons or organizations that will use the information for sales purposes, unless you indicate in writing to us that you do not want the information disclosed for this purpose.
- _____ Our affiliated companies for auditing our operations and for marketing an insurance product or service.

In addition, we may provide information to state insurance departments in connection with their regulatory authority and to other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.

YOUR INSURANCE POLICY FILES

Information we collect about you will be kept in our policy files. We may refer to this information if you file a claim for benefits under any policy you have with us or if you apply to us for a new policy. You have the right to know what kind of information we keep in our files about you, to have access to the information, and to receive a copy. There are some types of information; however, to which we are not required to give you access. This type of information is generally collected when we evaluate a claim or when the possibility of a lawsuit exists.

If you want information from your files, please contact us. There may be a nominal charge for copies of records. If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will reinvestigate the matter and either correct our records or place a statement from you in our files explaining why you believe the information is incorrect. We will also notify persons or organizations to whom we previously disclosed the information of the change or your statement.

CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to personal information to those individuals who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with legal standards and ensure the confidentiality of personal information in accordance with our policy.

TREATMENT OF PERSONAL INFORMATION OF FORMER CUSTOMERS AND APPLICANTS

We adhere to this personal information privacy policy even when a customer relationship no longer exists. Disclosures about former applicants and customers may be made without prior authorization as permitted by law.

If you have any questions about our information practices, please contact us.

**CREDIT CARD, ELECTRONIC FUND TRANSFER CARD OR ACCESS DEVICE,
FORGERY AND COUNTERFEIT MONEY COVERAGE
INCREASED LIMIT**

HO 04 53 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE*

SECTION I — PROPERTY COVERAGES

ADDITIONAL COVERAGES

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

The limit of liability for this coverage is increased as noted below.

Increase In Limit Of Liability

Total Limit Of Liability

All other provisions of this policy apply.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

**LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE
FOR USE WITH FORMS HO 00 03 AND HO 00 05**

HO 04 27 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE*

These limits of liability apply to the total of all loss or costs payable under this endorsement, regardless of the number of "occurrences", the number of claims-made, or the number of locations insured under this endorsement and listed in this Schedule.		
1.	Section I — Property Coverage Limit Of Liability for the Additional Coverage "Fungi", Wet Or Dry Rot, Or Bacteria	\$
2.	Section II — Coverage E Aggregate Sublimit of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria	\$
*Entries may be left blank if shown elsewhere in this policy for this coverage.		

DEFINITIONS

The following definition is added:

"Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. Under Section II, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION I — PROPERTY COVERAGES

E. Additional Coverages

Paragraph 10.k.(2)(d) is deleted in Form HO 00 05 only.

The following Additional Coverage is added:

13. "Fungi", Wet Or Dry Rot, Or Bacteria

- a. The amount shown in the Schedule above is the most we will pay for:
 - (1) The total of all loss payable under Section I — Property Coverages caused by "fungi", wet or dry rot, or bacteria;

(2) The cost to remove "fungi", wet or dry rot, or bacteria from property covered under Section I — Property Coverages;

(3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and

(4) The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria, whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

b. The coverage described in 13.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

- c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1) Number of locations insured under this endorsement; or
- (2) Number of claims-made.

- d. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

SECTION I — PERILS INSURED AGAINST

In Form HO 00 03:

A. Coverage A — Dwelling And Coverage B — Other Structures

Paragraph 2.c.(5) is deleted and replaced by the following:

- (5) Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "Insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph 2.c.(6)(c) is deleted and replaced by the following:

- (c) Smog, rust or other corrosion;

B. Coverage C — Personal Property

12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph b.(4) is deleted and replaced by the following:

- (4) Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "Insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

In Form HO 00 05:

A. Under Coverages A, B and C:

Paragraph 2.d. is deleted and replaced by the following:

- d. Caused by constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "Insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Paragraph 2.e.(3) is deleted and replaced by the following:

- (3) Smog, rust or other corrosion;

SECTION I — EXCLUSIONS

Exclusion A.10. is added.

10. "Fungi", Wet Or Dry Rot, Or Bacteria

"Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- (a) When "fungi", wet or dry rot, or bacteria results from fire or lightning; or

- (b) To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I — Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

SECTION I — CONDITIONS

Condition P. Policy Period is deleted and replaced by the following:

P. Policy Period

This policy applies to loss or costs which occur during the policy period.

SECTION II — CONDITIONS

Condition A. Limit Of Liability is deleted and replaced by the following:

A. Limit Of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims-made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

However, our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the Section II — Coverage E Aggregate Sublimit Of Liability for "Fungi", Wet Or Dry Rot, Or Bacteria. That sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;
2. Number of persons injured;
3. Number of persons whose property is damaged;
4. Number of "insureds", or
5. Number of "occurrences" or claims-made.

This sublimit is within, but does not increase, the Coverage E limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "fungi", wet or dry rot, or bacteria described in A. Limit Of Liability of this endorsement, Condition B. Severability Of Insurance is deleted and replaced by the following:

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section II — Conditions, A. Limit Of Liability. This condition will not increase the limit of liability for this coverage.

All other provisions of the policy apply.

IDENTITY FRAUD EXPENSE ENDORSEMENT

F-1213 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For an additional premium, the following Additional Coverage is added under Section 1.

IDENTITY FRAUD EXPENSE

We will pay up to * for expenses incurred by an insured as the direct result of any one identity fraud loss commenced during the policy period. Any act or series of acts committed by any one person and/or in which any one person is concerned or implicated is considered to be one identity fraud loss, even if a series of acts continues in to a subsequent policy period.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

"Expenses" means:

1. Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors and/or credit agencies that have required that such affidavits be notarized.
2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions and/or similar credit grantors.
3. Lost wages resulting from time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies or legal counsel, and/or to complete fraud affidavits, up to a maximum payment of \$500 per week for a maximum period of four weeks.
4. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
5. Reasonable attorney fees incurred, with our prior consent for:
 - a. Defense of lawsuits brought against the insured by merchants and/or their collection agencies;
 - b. The removal of any criminal and/or civil judgments wrongly entered against an insured;
 - c. Challenging the accuracy and/or completeness of any information in a consumer credit report.
6. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report and/or discuss an actual identity fraud. "Identity fraud" means the act of knowingly transferring and/or using, without lawful authority, a means of identification of an insured with the intent to commit, or to aid and/or abet, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

EXCLUSIONS

The following additional exclusions apply to this coverage.

We do not cover:

1. Loss arising out of a business pursuit of any insured.
2. Expenses incurred due to fraudulent, dishonest and/or criminal act by an insured or any person acting in concert with an insured, or by any authorized representative of an insured, whether acting alone or in collusion with others.
3. Loss other than expenses.

SPECIAL DEDUCTIBLE

We will pay only that part of the loss that exceeds a \$250 deductible or the policy deductible if higher. No other deductible applies to identity fraud expense coverage. * Entries may be left blank if shown elsewhere in this policy for this coverage.

SECTION 1 — CONDITION

Duties After Loss

The following is added:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity fraud" coverage.

All other provisions of this policy apply.

**PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL
AND
LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY COVERAGES
ALL FORMS EXCEPT FORMS HO 00 04 AND HO 00 06**

HO 05 80 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE*

<p>The coverage provided by this endorsement and the applicable Limits of Liability shown in this Schedule apply. These limits of liability apply to the total of all loss or expense, including loss assessments, payable under this endorsement, regardless of the number of locations insured under this endorsement and listed in this Schedule or the number of assessments charged against the "insured" during the policy period.</p>		
1.	Aggregate Limited Lead And Escaped Liquid Fuel Liability Limit Of Liability	\$
2.	<p>Property Remediation For Escaped Liquid Fuel Limit Of Liability</p> <p>This Property Remediation For Escaped Liquid Fuel Limit Of Liability applies to the "residence premises" as defined in Paragraphs a., b. or c. of Definition 11. "Residence premises" in this endorsement and any of the following locations as defined in Paragraph d. of Definition 11. "Residence premises";</p>	\$
<p>* Entries may be left blank if shown elsewhere in this policy for this coverage.</p>		

A: Definitions

The definitions applying to the policy form, other than Definition 11. "Residence premises", apply to this endorsement. Definition 11. "Residence premises" is deleted and replaced by the following Definitions 12. through 14. are added only with respect to the coverage provided by this endorsement.

11. "Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations; and

- d. Any location shown in the Schedule of this endorsement.

"Residence premises" also includes other structures and grounds at that locations described in a. through d. above.

12. "Covered real property". The following applies only to the Section I — Property Coverages — Property Remediation For Escaped Liquid Fuel:

a. "Covered real property" means:

- (1) Property owned by an "insured" and covered under Coverage A of this policy;
- (2) Any other one, two, three or four family dwelling building owned by an "insured" and shown in the Schedule under Paragraph 2.;

- (3) Materials and supplies located on or next to the "residence premises", used to construct, alter or repair the dwelling or other structures on the "residence premises";
 - (4) Property owned by an "Insured" and covered under Coverage B of this policy, provided such property is located on the "residence premises"; and
 - (5) Land, other than farm land:
 - (a) Which is within the "residence premises";
 - (b) Which is owned by an "Insured"; and
 - (c) On which a building or structures described in 12.a.(1) through (4) is located.
- b. "Covered real property" does not include:
- (1) Water;
 - (2) Other structures that are part of the "fuel system"; or
 - (3) Trees, shrubs, plants or lawns, except to the extent provided in B.3.c. of this endorsement.
13. "Covered personal property". The following applies only to the Section I Property Coverages — Property Remediation For Escaped Liquid Fuel:
- a. "Covered personal property" means personal property:
 - (1) Owned or used by an "Insured" and covered under Coverage C of this policy; and
 - (2) Located on the "residence premises".
 - b. Loss to such property shall be subject to those Coverage C Special Limits of Liability that apply.
14. "Fuel System" means:
- a. One or more containers, tanks or vessels which have a total combined storage capacity of 100 or more U.S. gallons of liquid fuel; and:
 - (1) Are, or were, used to hold liquid fuel that is intended to be used solely for one or more of the following:
 - (a) To heat or cool a building;
 - (b) To heat water;
 - (c) To cook food; or
 - (d) To power "motor vehicles" or watercraft owned by an "Insured" and not used primarily for "business"; and
 - (2) Are, or were located on:
 - (a) "Covered real property"; or
 - (b) An "Insured location";
 - b. Any pumping apparatus, which includes the motor, gauge, nozzle, hose or pipes that are, or were, connected to one or more containers, tanks or vessels described in 14.a.;
 - c. Filler pipes and flues connected to one or more containers, tanks or vessels described in 14.a.;
 - d. A boiler, furnace or a water heater, the liquid fuel for which is stored in a container, tank or vessel described in 14.a., and which is located on:
 - (1) "Covered real property"; or
 - (2) An "Insured location";
 - e. Fittings and pipes connecting the boiler, furnace or water heater to one or more containers, tanks or vessels described in 14.a.; or
 - f. A structure that is specifically designed and built to hold the liquid fuel that escapes from one or more containers, tanks or vessels described in 14.a.
- A "fuel system" does not include any fuel tanks that are permanently affixed to a "motor vehicle" or water craft listed a.(1) (d) above.

B. Section I — Property Coverages

The following coverage is added:

PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL

1. With respect to the total of all escapes of liquid fuel from a "fuel system" which an "insured" first discovers or learns of during the policy period, we will pay up to the limit of liability shown in the Schedule for loss or expense described in 3. below.
2. The limit shown in the Schedule for this coverage is the most we will pay for the total of all loss or expense payable under 3. below regardless of the:
 - a. Number of locations insured under this endorsement;
 - b. Number of escapes of liquid fuel from a "fuel system" and "insured" first discovers or learns of during the policy period; or
 - c. Number of claims made.

3. Loss Or Expense Covered

This coverage pays for:

- a. Loss to:
 - (1) "Covered real property"; or
 - (2) "Covered personal property";
 caused directly or indirectly by the escape of such fuel from a "fuel system";
- b. The expense you incur to:
 - (1) Take temporary measures to stop the further escape of liquid fuel from any part of the "fuel system";
 - (2) Retard or stop the spread of escaped liquid fuel;
 - (3) Clean up, remove or treat loss to:
 - (a) "Covered real property"; or
 - (b) "Covered personal property"; or
 - (4) Test, monitor or assess the effects of the escape of liquid fuel in, on or away from "covered real property":
 - (a) As required by law; or

- (b) In response to a request, demand or order by a governmental authority or court of law.

We will pay for such expense only if it results from the same escape that is payable under a. or b.(1), (2) and (3) above;

- c. Loss to trees, shrubs, plants or lawns, located on the "residence premises", but only if there is loss or expense caused by the same escape that is payable under a. or b. above. However, we will not pay more than an amount equal to 5% of the limit of liability shown in the Schedule for the total of all loss to trees, shrubs, plants or lawns. No more than \$500 of this amount will be payable for any lawn or any one tree, shrub, or plant. We do not cover properly grown for "business".

Under Form HO 00 08, no more than \$250 of the amount of insurance available under this coverage will be payable for lawns or any one tree, shrub or plant; and

d. Additional Living Expense

- (1) Additional Living Expense means any necessary increase in living expenses you incur, so that your household can maintain its normal standard of living, if the escape of liquid fuel:

- (a) Results in loss or expense payable under a. or b. above; and
- (b) Makes that part of the "residence premises" where you reside not fit to live in.

- (2) Payment for Additional Living Expense will be for the shortest time required:

- (a) To make that part of the "residence premises" where you reside fit to live in; or
- (b) For you household to settle elsewhere, if you permanently relocate.

This period of time applies even if it extends past the expiration date of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

- (3) This coverage does not increase the limit of liability shown in the Schedule.

- (4) Section I — Property Coverages, D. Coverage D — Loss Of Use in the policy form does not apply to this endorsement.

4. Deductible

The deductible amount, equal to that which applies to the peril of Fire, applies to loss or expense covered under this additional coverage. We will pay only that part of the total of all loss or expense payable under 3. above that exceeds that deductible amount.

5. Loss Or Expense Not Covered

We will not pay:

- a. For any diminution or reduction in the market value of any:

(1) "Covered real property";

(2) "Covered personal property";

whether or not such property is damaged;

- b. For any damage resulting from the loss of or reduction in value of a pending sale of:

(1) "Covered real property"; or

(2) "Covered personal property";

- c. To replace any fuel;

- d. For any expense to:

(1) Demolish or remove; or

(2) Repair, replace, rebuild or restore;

any part of a "fuel system", other than those expenses provided for in 3.a. or b. above; or

- e. For any damage that results from an escape from:

- (1) One or more containers, tanks or vessels, that are, or were, used to hold liquid fuel and are a part of a "motor vehicle" or watercraft; or

- (2) Related lines or parts, that are, or were, connected to a "motor vehicle" or watercraft.

6. For Form HO 00 03, under Section I — Perils Insured Against, Paragraph A.2.c.(6)(e) does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

7. For Form HO 00 05, under Section I — Perils Insured Against, Paragraph A.2.(e)(5) does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

8. When Special Computer Coverage Endorsement is attached, Paragraph 2.b.(9)(e) in that endorsement, under Perils Insured Against, does not apply to this Property Remediation For Escaped Liquid Fuel Coverage.

9. The Additional Coverages under Section I — Property Coverages and the Section I — Exclusions apply to this Property Remediation For Escaped Liquid Fuel Coverage.

10. The Section I — Conditions apply to this Property Remediation For Escaped Liquid Fuel Coverage except as provided in C. Section I — Conditions below.

11. This Property Remediation for Escaped Liquid Fuel Coverage does not apply to any "residence premises" at which the containers, tanks or vessels, described in A.14.a. above, have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for escape of liquid fuel from such container, tanks or vessels is subject to those:

a. Exclusions;

b. Conditions;

c. Other provisions; and

d. Limits of Liability;

that apply to real and personal property under the policy to which this endorsement is attached.

C. Section I — Conditions — Property Remediation For Escaped Fuel

With respect to loss or expense described in B. Section I — Property Coverages above, Section I Condition F. Other Insurance And Service Agreement in the policy form, is deleted and replaced by the following:

F. Other Insurance, Service Agreements And Government Funds

If loss or expense covered in B, Section I — Property Coverages above is also covered by:

1. Other Insurance, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss or expense;
2. A service agreement, then this Property Remediation for Escaped Liquid Fuel Coverage is excess over any amounts payable under any such agreement. Service Agreement means a "fuel system" service plan, property restoration protection plan, or similar service or warranty agreement, even if it is characterized as insurance; or
3. A government fund, we will pay only the proportion of the loss or expense that the limit of liability that applies under this endorsement bears to the total amount payable for the loss or expense to the extent permitted by law.

D. Section II — Liability Coverages**LIMITED LEAD AND ESCAPED LIQUID FUEL LIABILITY COVERAGE**

1. With respect to "bodily injury" or "property damage" described in D.2. below, the coverages provided by Section II — Liability Coverages, Coverage E — Personal Liability and Coverage F — Medical Payments To Others in the policy form, and the limits of liability stated on the Declarations page do not apply.
2. This coverage applies if a claim is made or a suit is brought against an "insured" for damages because of:
 - a. "Bodily injury" or "property damage" caused by an "occurrence" involving the escape of fuel from a "fuel system". However, this limited coverage does not apply to an "occurrence" of fire or explosion that results from such escaped fuel. Damages resulting from such an "occurrence" of fire or explosion are subject to the Coverage E — limit of liability of the policy to which this endorsement is attached;

- b. "Bodily injury" caused by an "occurrence" involving the absorption, ingestion or inhalation of lead which is in or on an "insured location"; or
- c. "Property damage" caused by an "occurrence" of lead contamination, but only if, immediately prior to the "occurrence", the lead was located at an "insured location".

NO OTHER LEAD OR ESCAPED LIQUID FUEL LIABILITY COVERAGE APPLIES UNDER THIS POLICY EXCEPT AS PROVIDED IN D.2. ABOVE AND E. BELOW.

3. If coverage applies as stated in D.2. above, we will:
 - a. Pay up to the Aggregate Limit of Liability stated in the Schedule for damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
 - b. Provide a defense at our expense by counsel of our choice even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the Aggregate Limit of Liability stated in the Schedule for damages resulting from "bodily injury" or "property damage" described in D.2. above has been exhausted by payment of a judgment or settlement.
4. With respect only to applying the provisions of this coverage as described in D.2. above, "bodily injury" or "property damage" caused in whole or in part by an "occurrence" described in D.2. above shall be deemed to have been caused solely by such an "occurrence" regardless of any other covered cause or event contributing to the "bodily injury" or "property damage".
5. The Section II — Additional Coverages in the policy form apply with respect to this coverage as described in D. above except as provided in E. Section II — Additional Coverages below.
6. The Section II — Conditions in the policy form apply with respect to this coverage as described in D. above except as provided in F. Section II — Liability Conditions below.

7. This coverage does not apply to an "insured location" at which the containers, tanks or vessels described in A.14.a. above have a total combined storage capacity of less than 100 U.S. gallons of liquid fuel.

Coverage, if any, for an "occurrence" involving the escape of liquid fuel from such containers, tanks or vessels is subject to those:

- a. Exclusions;
- b. Conditions;
- c. Other provisions; and
- d. Limits of Liability;

that apply to Coverages E and F in the policy to which the endorsement is attached.

E. Section II — Additional Coverages

With respect to coverage described in D. Section II — Liability Coverages above, Additional Coverage D. Loss Assessment in the policy form is deleted and replaced by the following:

D. Loss Assessment

1. We will pay up to the Aggregate Limit of Liability as stated in the Schedule for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporate or association of property owners, when the assessment is made as a result of:
 - a. An "occurrence" involving the escape of fuel from a "fuel system";
 - b. "Bodily Injury" caused by an "occurrence", on property owned by all members collectively, involving the absorption, ingestion or inhalation of lead which occurs on an "insured location" containing the "residence premises";
 - c. "Property damage" caused by an "occurrence", on property owned by all members collectively, of lead contamination, but only if the lead originates at an "insured location" containing the "residence premises"; or

- d. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
 - (1) Is elected by the members of a corporation or association of property owners; and
 - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

2. We do not cover assessments charged against you or a corporation or association of property owners:

- a. As required by law; or
- b. In response to a request, demand or order by a governmental authority or court of law.

3. Regardless of the number of assessments, the Aggregate Limit of Liability stated in the Schedule is the most we will pay for loss arising out of:

- a. All accidents, including continuous or repeated exposure to the same general harmful conditions; or
- b. All covered acts of one or more directors, officers or trustees. An act involving more than one director, officer or trustee is considered to be a single act.

THE LIMIT APPLICABLE TO THIS LOSS ASSESSMENT COVERAGE DOES NOT INCREASE THE AGGREGATE LIMIT OF LIABILITY STATED IN THE SCHEDULE.

4. Section I Condition I. Policy Period in this endorsement and in the policy form to which this endorsement is attached does not apply to this coverage.

F. Section II — Liability Conditions

With respect to coverage described above in D. Section II — Liability Coverages:

1. Conditions D. Duties Of An Injured Person — Coverage F — Medical Payments To Others and E. — Payment Of Claim — Coverage F — Medical Payments To Others in the policy form are deleted; and

2. Conditions A.— Limit Of Liability, B. Severability Of Insurance and I. Policy Period in the policy form are deleted and replaced by the following:

A. Aggregate Limit Of Liability

Our total liability in any one policy period for all damages resulting from the total of all "bodily injury" or "property damage" during the policy period will not be more than the Limited Lead and Escaped Liquid Fuel Liability Coverage Aggregate Limit of Liability stated in the Schedule. This is the most we will pay regardless of the:

1. Number of locations insured under the policy to which this endorsement is attached;
2. Number of persons injured;
3. Number of persons whose property is damaged;

4. Number of insureds; or

5. Number of claims made.

The "occurrence" limit of liability does not apply to the coverage.

B. Severability Of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Limit of Liability described in A. Aggregate Limit of Liability above. This condition will not increase the Limit for this coverage.

I. Policy Period

This endorsement applies to "bodily injury" or "property damage" described in D.2. above which occurs during the policy period.

All other provisions of the policy not specifically modified by this endorsement apply.

PERSONAL INJURY

HO 24 82 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITIONS

The following definitions are added:

"Personal Injury" means injury arising out of one or more of the following offenses; but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication of material that violates a person's right of privacy.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

SECTION II — LIABILITY COVERAGES

A. Coverage E — Personal Liability

The following is added to Coverage E — Personal Liability:

Personal Injury Coverage

If a claim is made or suit is brought against an "Insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "Insured" is legally liable. Damages include prejudgment interest awarded against an "Insured"; and

2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II — EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II — Exclusions** is deleted and replaced by the following:

This Insurance does not apply to:

1. "Personal Injury":
 - a. Caused by or at the direction of an "Insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
 - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
 - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - d. Arising out of a criminal act committed by or at the direction of an "insured";
 - e. Arising out of liability assumed by an "Insured" under any contract or agreement except any indemnity obligation assumed by an "Insured" under a written contract directly relating to the ownership maintenance or use of the premises;
 - f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "Insured";
 - g. Arising out of or in connection with a "business" conducted from an "Insured location" or engaged in by an "Insured", whether or not the "business" is owned or operated by an "Insured" or employs an "Insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and
- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
- h. Arising out of civic or public activities performed for pay by an "insured";
- i. To you or an "insured" as defined under Definition 5.a. or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

- (1) To repay; or
- (2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

- j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
 Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.

2. Any loss, cost or expense arising out of any:

- a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II — ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph D. Loss Assessment is deleted and replaced by the following:

D. Loss Assessment

We will pay up to \$1000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of "personal injury".

SECTION II — CONDITIONS

With respect to the coverage provided by this endorsement, Section II — Condition I. Policy Period does not apply and Conditions A. Limit Of Liability, B. Severability Of Insurance and C. Duties After "Occurrence" are deleted and replaced by the following:

A. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage E. This limit is the same regardless of the number of "insureds", claims made or suits brought.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

C. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and "named insured";
 - b. Reasonably available information on the time, place and circumstances of the offense; and
 - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
5. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

All other provisions of this policy apply.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT

HO 04 90 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. ELIGIBLE PROPERTY

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage C; and
 - b. If covered in this policy,
 - (1) Awnings, outdoor antennas and outdoor equipment, and
 - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments trimmed with fur or consisting principally of fur; or
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware, and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (3) Smoking implements; or
 - (4) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement coverage will not apply to other classes of property separately described and specifically insured.

B. INELIGIBLE PROPERTY

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

C. REPLACEMENT COST LOSS SETTLEMENT CONDITION

The following loss settlement condition applies to property described in A. above:

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage C, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described A.2.a. – f. above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in A. above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW

F-1305 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Coverage

We insure, up to the water back-up and sump overflow limit of liability listed on the declarations page, for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or waterborne material, which:

1. Backs up through sewers or drains; or
2. Overflows or is discharged from a:
 - a. Sump, sump pump; or
 - b. Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This coverage does not increase the limits of liability for Coverages A, B, C or D stated in the Declarations.

B. Section I — Perils Insured Against

With respect to the coverage described in A. above, Paragraphs:

- A.2.c.(6)(b) in Form HO 00 03;
A.2.e.(2) in Form HO 00 05;
2.j.(2) in Endorsement HO 05 24;
3.j.(2) in Endorsement HO 17 31; and
2.c.(6)(b) in Endorsement HO 17 32;
are replaced by the following:

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

C. Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement.

We will pay only that part of the total of all loss payable under Section I that exceeds \$250. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D — Loss of Use.

D. Exclusion

The Water Damage Exclusion is replaced by the following:

Water

This means:

1. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
2. Water which:
 - a. Backs up through sewers or drains; or
 - b. Overflows or is otherwise discharged from a sump, sump pump or related equipment; as a direct or indirect result of flood;
3. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
4. Waterborne material carried or otherwise moved by any of the water referred to in D.1. through D.3. of this Exclusion.

This Exclusion applies regardless of whether any of the above, in D.1. through D.4., is caused by an act of nature or is otherwise caused.

This Exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in D.1. through D.4., is covered. All other provisions of this policy apply.

SINKHOLE LOSS COVERAGE — TENNESSEE

HO 25 99 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITIONS

The following definitions are added:

1. "Sinkhole activity" means settlement or systematic weakening of the earth supporting property. The settlement or systematic weakening must result from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on limestone or similar rock formation.
2. "Sinkhole loss" means actual physical damage to a building:
 - a. Arising out of; or
 - b. Caused by;
sudden settlement or collapse of the earth supporting such building. The settlement or collapse must result directly from subterranean voids created by the action of water on limestone or similar rock formation.

SECTION I — PROPERTY COVERAGES

The following is added:

Sinkhole Loss Coverage

We insure for direct physical loss to property covered under Section I caused by a "sinkhole loss". However, under Section I, Coverage C shall apply only if there is structural damage to a building caused by "sinkhole activity".

SECTION I — EXCLUSIONS

The Earth Movement Exclusion does not apply with respect to the coverage provided by this endorsement.

All other provisions of this policy apply.

SUMMIT CLASSIC HOMEOWNERS ENDORSEMENT

F-1217 08 11

HO 00 03, HO 00 05 AND HO 00 06 POLICY
THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED SPECIAL LIMITS OF LIABILITY

SECTION I — PROPERTY COVERAGES, C. Coverage C — Personal Property, 3. Special Limits Of Liability, a. through h. is deleted and is replaced by the following:

- a. \$1,000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$5,000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- c. \$3,000 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$3,000 on trailers or semi-trailers not used with watercraft of all types.
- e. \$10,000 (\$5,000 per item) for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semiprecious stones.
- f. \$5,000 for loss by theft, misplacing or losing of firearms and related equipment.
- g. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, gold-ware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$5,000 on property, on the "residence premises", used primarily for "business" purposes.

DEBRIS REMOVAL

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 1. Debris Removal, b. is deleted and is replaced by the following:

- b. We will also pay your reasonable expense, up to \$1,000, for the removal from the "residence premises" of:
 - (1) Your tree(s) felled by the peril of Wind-storm or Fall or Weight of Ice, Snow or Sleet; or
 - (2) A neighbor's tree(s) felled by a Peril Insured Against;

provided the tree(s):

The \$1,000 limit is the most "we" will pay in any one "physical" loss regardless of the number of fallen trees, amount of debris from trees, shrubs, or other plants, or to whom they belong. No more than \$1,000 of this limit will be paid for the removal of any one tree.

CREDIT CARD, ELECTRONIC FUND TRANSFER CARD OR ACCESS DEVICE, FORGERY AND COUNTERFEIT MONEY COVERAGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money

The limit of liability for this coverage is increased from \$500 to \$5,000.

LOSS ASSESSMENT COVERAGE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 7. Loss Assessment

The limit of liability for this coverage is increased from \$1,000 to \$10,000.

COLLAPSE

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 8. Collapse

Paragraph a. is deleted and is replaced by the following:

a. Perils Insured Against in Coverage A.

The following paragraph is also added:

This additional coverage does not apply to Coverage C — Personal Property.

ORDINANCE OR LAW

SECTION I — PROPERTY COVERAGES, E. Additional Coverages, 11. Ordinance Or Law, a. is deleted and is replaced by the following:

- a. You may use up to 25% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

This is Additional Coverage 10. In Form HO 00 06.

If you purchase Ordinance Or Law Coverage Endorsement HO 04 77 this provision will not apply.

All other provisions of this policy apply.

EARTH MOVEMENT

SECTION I — EXCLUSIONS, A. 2. Earth Movement

The following paragraph is added:

This exclusion applies only to property described in Coverage A.

WATER DAMAGE

SECTION I — EXCLUSIONS, A. 3. Water Damage

The following paragraphs are added:

Water damage to property described in Coverage C away from a premises or location owned, rented, occupied or controlled by an "Insured" is covered.

Water damage to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an "Insured" is excluded even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

LIMITS OF LIABILITY AND COVERAGE RELATIONSHIPS

SECTION II — LIABILITY

Coverage limits for the Residence Premises — Basic Limits are increased as follows:

- E. Personal Liability: \$300,000 Each Occurrence
- F. Medical Payments to Others: \$5,000 Each Person

Basic limits written apply to any Other Exposures covered under the policy, unless otherwise stated, for an additional premium.

WATERCRAFT LIABILITY COVERAGE

SECTION II — EXCLUSIONS, B. "Watercraft Liability", B. 2. c. (2) (a) is deleted and replaced:

- (a) 50 total horsepower or less;

GOLF CART LIABILITY COVERAGE

SECTION II — ADDITIONAL COVERAGES

The following is added subject to the limits of liability:

- E. **Golf Carts.** Coverage E — Personal Liability and Coverage F — Medical Payments to Others apply to bodily injury or property damage arising out of the ownership, maintenance, use, loading and/or unloading of your golf carts while used for golfing purposes or for personal use within the subdivision where the insured resides.

GOLF CART COVERAGE

We will pay up to \$5,000 for direct loss of or damage to your golf carts, their original parts, equipment and accessories. However, we will not pay you for loss or damage:

- a. Due to neglect or mechanical or electrical breakdown or failure, or manufacturer defect;
- b. If your golf carts are being used for any illegal trade or business, or for any business or for professional purposes;
- c. If such a loss is limited only to the tires and wheels, unless they are damaged by fire or stolen;
- d. To your golf carts, their parts and equipment, caused only by impact of their wheels and the road or the ground.

This coverage is additional insurance and NO deductible applies to this coverage.

LOCK REPLACEMENT COVERAGE

We will pay up to \$250. in the aggregate for any one occurrence for the cost of replacing window and/or door locks of the residence premises when the keys are lost or stolen along with other property owned by you or a relative. The theft must be covered by your policy. For this coverage to apply, you must immediately notify the police upon discovery of the theft. If lost you must notify us within 72 hours of discovery of the loss.

This coverage is additional insurance and NO deductible applies to this coverage.

PERSONAL INJURY COVERAGE

Refer to Personal Injury form for coverage details.

REFRIGERATED PROPERTY

A. Definitions

The following definition is added:

"Loss of power" means the complete or partial interruption of electric power due to conditions beyond an "Insured's" control.

B. Coverage

1. We insure, up to \$500, covered property stored in freezers or refrigerators on the "residence premises" for direct loss caused by:
 - a. "Loss of power" to the refrigeration unit. "Loss of power" must be caused by damage to:
 - (1) Generating equipment; or
 - (2) Transmitting equipment; or
 - b. Mechanical failure of the unit which stores the property.
2. Coverage will apply only if you have maintained the refrigeration unit in proper working condition immediately prior to the loss.
3. This endorsement does not increase the limit of liability for Coverage C.

C. Special Deductible

This section does not apply.

D. Exception To Power Failure Exclusion

The Power Failure exclusion does not apply to this coverage.

All other provisions of this policy apply.

This coverage is additional insurance and NO deductible applies to this coverage.

REWARDS COVERAGE

We will pay 10% of the amount of loss up to a maximum of \$1,000 to an eligible person providing information leading to the arrest and conviction of anyone who perpetrates an arson loss at an "Insured location" or who robs, steals or burglarizes any covered person's property. We will also pay an eligible person providing assistance in the recovery of stolen property, 10% of the value of the recovered property, up to a maximum of \$1,000. The deductible does not apply.

An eligible person means that person designated by a law enforcement agency as being the first to provide the necessary information or return the stolen property, and who is not:

- (1) An "Insured";
- (2) A relative of an "Insured";
- (3) An employee of a law enforcement agency.

This coverage is additional insurance and NO deductible applies to this coverage.

THEFT OF BUILDING MATERIAL COVERAGE

We agree to provide up to \$10,000 theft coverage for your dwelling under construction as stated below:

Property covered — Building materials and supplies, fixtures or equipment which will be a permanent part of a new dwelling, existing dwelling or other structure under construction at the Insured location.

This coverage is additional insurance and NO deductible applies to this coverage.

WATER BACK-UP

The limit of liability for this coverage is \$5,000. Refer to WATER BACK-UP form for coverage details.

WEDDING PRESENT COVERAGE

The limit of liability for this coverage is \$10,000.

The policy covers wedding presents owned by the Insured received no earlier than 30 days prior to the wedding date and extending no further than 60 days after the wedding date. Wedding presents as defined in the policy are personal property and do not include certain items such as: Realty, Animals, Automobiles, Boats, Bicycles, Money, Tickets, and Excluded Items under Coverage C Personal Property.

This coverage is additional insurance and NO deductible applies to this coverage.

HO 00 03 AND HO 00 05 Policy THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

HOME REBUILDER COVERAGE

We agree to amend the present coverage amounts in accordance with the following provisions:

Part 1.

If you have:

- a. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
 - (1) The property evaluations we make; and
 - (2) Any Increase in Inflation; and
- b. Notified us, within 30 days of completion, of any alterations to the dwelling which increase the replacement cost of the dwelling by 5% or more; and
- c. Elected to repair or replace the damaged building;

We will:

- a. Increase the Coverage A limit of liability to equal the current replacement cost of the dwelling if the amount of loss to the dwelling is more than the limit of liability indicated on the Declarations page;
- b. Also increase by the same percentage applied to Coverage A the limits of liability for Coverages B, C and D. However, we will do this only if the Coverage A limit of liability is increased under Paragraph a. above as a result of a Coverage A loss;
- c. Adjust the policy premium from the time of loss for the remainder of the policy term based on the increased limits of liability.

Part 2.

If you comply with the provisions of this endorsement and there is a loss to a building insured under Coverage A, Section I Condition 3. Loss Settlement Paragraph b. is deleted and replaced by Paragraphs b., c. and d. as follows:

- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation. We will pay no more than the smallest of the following amounts of equivalent construction and use on the same premises:
 - (1) The replacement cost of the building or any parts of it;
 - (2) The amount actually and necessarily spent to repair or replace the building or any parts of it;
 - (3) The applicable limit of liability whether increased or not, adjusted in accordance with Part 1. above. The most the company will pay is 50% above the Coverage A Limit of Liability.

- c. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
- d. You may disregard the replacement cost loss settlement provisions and make an initial claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make a claim within 180 days after loss for any additional liability on a replacement cost basis.

All other provisions of this policy apply.

PERSONAL PROPERTY

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT, Form HO 04 90 is automatically included.
Coverage C — Personal Property is increased to 75% of Coverage A.

HO 00 06 Policy

THE FOLLOWING ENDORSEMENTS CHANGE THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE C SPECIAL COVERAGE

AGREEMENT

We agree to provide the Special Coverage in this endorsement with the understanding that you occupy the unit in which the property covered under Coverage C is located.

SECTION I — PROPERTY COVERAGES

D. Additional Coverages

8. Collapse

Paragraph b.(1) is deleted and replaced by the following:

(1) The Perils Insured Against under Coverage A;

With respect to Coverage C, Paragraph 8. Collapse is deleted.

SECTION I — PERILS INSURED AGAINST

For Coverage C, The Perils Insured Against are deleted and replaced by the following:

We insure against the risk of direct physical loss to property described in Coverage C.

We do not insure, however, for loss:

1. Excluded under SECTION I — EXCLUSIONS;

2. To property in a unit regularly rented or held for rental to others by you;

3. Caused by:

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;

However, if the building is protected by an automatic sprinkler system, you must use reasonable care to continue the water supply or maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout, or similar fixtures or equipment.

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio, deck or swimming pool;
 - (2) Footing, foundation, bulkhead, wall or any other structure or device, that supports all or part of a building or other structure;
 - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Mold, fungus or wet rot. However, we do insure for loss caused by mold, fungus or wet rot that is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure if such loss results from the accidental discharge or overflow of water or steam from within:
 - (1) A plumbing, heating air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
 - (2) A storm drain or water, steam or sewer pipes off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- e. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.

There is coverage for breakage of the property by or resulting from:

- (1) Fire, lightning, windstorm, hail;
- (2) Smoke, other than smoke from agricultural smudging or industrial operations;
- (3) Explosion, riot, civil commotion;
- (4) Aircraft, vehicles, vandalism and malicious mischief;
- (5) Collapse of a building or any part of a building;
- (6) Water not otherwise excluded;
- (7) Theft or attempted theft; or
- (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) A steam or hot water heating system;
 - (b) An air conditioning or automatic fire protective sprinkler system; or
 - (c) An appliance for heating water;
- f. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
- g. Refinishing, renovating or repairing property other than watches, jewelry and furs;
- h. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors; or
- i. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body; or
- j. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage C of the policy form if this endorsement were not attached to the policy form.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (6) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7) Birds, vermin, rodents or insects; or
- (8) Animals owned or kept by an "insured."

Exception to 3.j.

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage C resulting from an accidental discharge or overflow of water or steam from within a:

- (a) Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I — Exclusion 3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under Paragraphs 3.d. and j. above.

Under Paragraphs 3.a. through e., i. and j., any ensuing loss to property described in Coverage C not precluded by any other provision in this policy is covered.

SECTION I — EXCLUSIONS

3. Water Damage.

The following paragraphs are added:

This exclusion does not apply to property described in Coverage C that is away from a premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in Coverage C on a premises or location owned, rented, occupied or controlled by an "insured" is even if weather conditions contribute in any way to produce the loss.

All other provisions of this policy apply.

Insurance Score Notice

JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075-4610

Policy Number: H 2187536
Effective Date: 09/20/12

Thank you for choosing Selective to provide your insurance coverage.

In addition to many factors, Selective uses an insurance score in pricing decisions. Your insurance score is based in part on a credit report obtained from a consumer reporting agency. Based in part upon your insurance score, you are not currently eligible for our most favorable plan or rates. However, you are receiving our lowest rate based on your risk characteristics. Your insurance score is based wholly or partly on a consumer report obtained from the following consumer reporting agency:

LexisNexis Consumer Service Center
PO Box 105108
Atlanta, GA 30348-5108
1-800-456-6004
Reference No.: 12223191605753

You may obtain a free copy of the consumer report by contacting the above consumer reporting agency within sixty (60) days of receipt of this notice.

Please be advised that the consumer reporting agency did not make the decisions concerning your pricing and will be unable to provide you with specific reasons for Selective's decision. If, however, you believe the information in the consumer report is incorrect, you have the right to dispute the accuracy and/or completeness of the information in your consumer report directly with the consumer reporting agency shown above.

The following factors from your credit report obtained on 08/10/12 had the most significant influence on your insurance score:

% OF ALL DEPART STORE ACCTS REPORTED IN LAST 24 MOS TO TOTAL # ACCTS
% OF OPEN RETAIL ACCOUNTS TO TOTAL OPEN ACCOUNTS
INSUFFICIENT INFORMATION ON PERSONAL FINANCE ACCOUNTS
LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED

Insurance scores can change over time. The score is developed from a mathematical model that weighs and measures credit information such as payment history, the number of collections, bankruptcies, outstanding debt, length of credit history, types of credit in use and the number of new applications for credit. These factors identify credit management patterns that have proven to correlate with the probability of having a future insurance loss. Paying bills on time, keeping balances low and applying for credit only as needed are all steps that will eventually lead to better insurance scores with the possibility for lower insurance premiums.

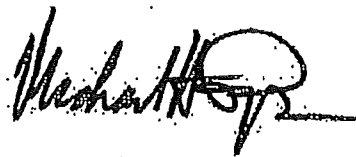
EXTRAORDINARY LIFE EVENT

You may request reconsideration of an insurance score premium increase because of the direct influence of an extraordinary life event on your credit information. An extraordinary life event may include, but is not limited to: catastrophic illness or injury; death of a spouse, a party who has entered into a civil union with the "named insured" legally recognized under your state law, child, or parent; temporary loss of employment; divorce; identity theft; or military deployment overseas. A written request with pertinent documentation and detail should be sent for review to the company at:

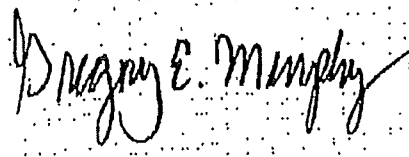
SELECTIVE INSURANCE
PERSONAL LINES UNDERWRITING
40 WANTAGE AVENUE
BRANCHVILLE, NJ 07890

The insured may request a new insurance score report be ordered each year, but not more than once in a 12 month period. The new report is used for ratemaking. We appreciate the opportunity to serve your insurance needs. Thank you.

We will provide the insurance described in this policy in return for the premium
and compliance with all applicable provisions of this policy

A handwritten signature in black ink, appearing to read "Michael H. G." with a stylized flourish at the end.

Secretary

A handwritten signature in black ink, appearing to read "Gregory E. Murphy" with a stylized flourish at the end.

Chairman



SELECTIVE
Insurance

POLICY DOCUMENT

H 2187536

INSURED'S COPY

Selective Insurance
40 Wantage Avenue Branchville
New Jersey 07890
(973) 948-3000

HOMEOWNERS POLICY ENDORSEMENT

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA
3426 TORINGDON WAY STE 200
CHARLOTTE, N.C. 28277

Named Insured and Mailing Address
JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075--4610

Number	H 2187536
Term	01B TN
Agent No.	00-41040-00000
Period	09/20/2012 to 09/20/2013 12:01 A.M. Standard Time At The Residence Premises EFF. DATE OF CHANGE 09/20/2012

AGENT:
GENY INSURANCE AGENCY INC
992 DAVIDSON DR
NASHVILLE, TN 37205--1051

BILL ACCT. NO.: 794413969

615-356-3212

THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT THE ABOVE ADDRESS
UNLESS OTHERWISE STATED BELOW.

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT
OF LIABILITY IS SHOWN FOR THE COVERAGE.

SECTION I COVERAGES	LIMIT OF LIABILITY	PREMIUM
A. DWELLING	\$ 250,000	
B. OTHER STRUCTURES	\$ 25,000	
C. PERSONAL PROPERTY	\$ 187,500	
D. LOSS OF USE	\$ SEE BELOW	
SECTION I PREMIUM		\$ 741.00
SECTION II COVERAGES AND LIMITS OF LIABILITY		
E. PERSONAL LIABILITY	\$ 300,000 EACH OCCURRENCE	INCLUDED
F. MEDICAL PAYMENTS TO OTHERS	\$ 5,000 EACH PERSON	INCLUDED
ADDITIONAL COVERAGES (SEE "REMARKS" SECTION FOR DETAILS)		\$ 59.00
TOTAL COMBINED PREMIUM		\$ 800.00

SECTION I - DEDUCTIBLES (INCLUDED IN SECTION I PREMIUM)

\$ 1000 ALL PERILS

IN CASE OF LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF THE LOSS OVER THE
DEDUCTIBLE(S) STATED.

FORM AND ENDORSEMENTS MADE PART OF YOUR POLICY:
(NUMBER(S) AND EDITION DATE(S) ARE PROVIDED BELOW.)

FORM: HO 00 05 10 00			
ENDORSEMENT(S):	HO 01 41 12 01	HO 04 96 10 00	F-1148 (09-02)
	MISC1597 (10-06)	MISC-798 (06-01)	MISC1600 (05-00)
	M1810C (05-11)	KN0197 (08-07)	HO 04 53 10 00
	HO 04 27 04 02	F-1213 (11-07)	HO 05 80 10 00
	HO 24 82 04 02	HO 04 90 10 00	F-1305 (03-10)
	HO 25 99 01 07	F-1217 (08-11)	

OTHER INSURED LOCATIONS--SECTION II	PREMIUM
1. 3805 HIGHLAND CREST WAY #103 KNOXVILLE, TN 37920 NO. OF FAMILIES: 1	\$ 6.00

POLICY CHANGES

THIS POLICY IS AMENDED AS FOLLOWS:

ADDED: ADDITIONAL RESIDENCES OCCUPIED BY INSURED COVERAGE

PLEASE REFER TO THE PREMIUM ADJUSTMENT SECTION OF THIS ENDORSEMENT.

REMARKS-

THIS POLICY DOES NOT PROVIDE WORKERS COMPENSATION INSURANCE FOR RESIDENCE
EMPLOYEES OR FOR ANY OTHER EMPLOYEES.

HOMEOWNERS POLICY ENDORSEMENT

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA
3426 TORINGDON WAY STE 200
CHARLOTTE, N.C. 28277

Named Insured and Mailing Address
JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075--4610

Number	H 2187536
Term	01B TN
Agent No.	00-41040-00000
Period	09/20/2012 to 09/20/2013 12:01 A.M. Standard Time At The Residence Premises EFF. DATE OF CHANGE 09/20/2012

PAGE 2

THE FOLLOWING ITEMS ARE INCLUDED IN YOUR SECTION I PREMIUM UNLESS OTHERWISE STATED.

HOME/AUTO ACCOUNTS WITH SELECTIVE APPLIES.
LOSS FREE DISCOUNT APPLIES.
GOOD PAYER APPLIES.
INCREASE IN COVERAGE C, PERSONAL PROPERTY, APPLIES. INCLUDED
COVERAGE D-LOSS OF USE IS COVERAGE FOR THE ACTUAL LOSS SUSTAINED
FOR A PERIOD OF 12 MONTHS IMMEDIATELY FOLLOWING THE DATE OF LOSS,
SUBJECT TO THE POLICY PROVISIONS.
WOODSTOVE, COAL OR SOLID FUEL, DOES NOT APPLY.
SWIMMING POOL, DOES NOT APPLY.
TRAMPOLINE, DOES NOT APPLY.
OF HOUSEHOLD OCCUPANTS 1 INCLUDED
HO 04 27, LIMITED FUNGI, WET OR DRY ROT OR BACTERIA COVERAGE, INCLUDED
IS ATTACHED.
PROPERTY COVERAGE LIMIT 10000
COVERAGE AGGREGATE LIABILITY SUB-LIMIT 50000
HO 04 53, CREDIT CARD, FUND TRANSFER CARD OR ACCESS DEVICE,
FORGERY AND COUNTERFEIT MONEY COVERAGE - INCREASED LIMIT,
IS ATTACHED.
INCREASED LIMIT OF LIABILITY: \$10,000 \$ 1.00
F-1213, IDENTITY FRAUD EXPENSE ENDORSEMENT, IS ATTACHED. \$ 21.00
LIMIT: 20000
HO 05 80, PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED
LEAD AND LIMITED ESCAPED LIQUID FUEL LIABILITY COVERAGES,
IS ATTACHED.
AGGREGATE LIMITED LEAD AND ESCAPED LIQUID FUEL LIMIT OF LIABILITY:
\$ 50000 INCLUDED
PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL LIMIT OF LIABILITY
\$ 30000 \$ 4.00-
HO 24 82, PERSONAL INJURY, IS ATTACHED. INCLUDED
HO 04 90, PERSONAL PROPERTY REPLACEMENT COST, IS ATTACHED. INCLUDED
F-1305, WATER BACKUP AND SUMP OVERFLOW IS ATTACHED. \$ 17.00
LIMIT OF LIABILITY IS \$ 15,000. A DEDUCTIBLE OF \$250.00 APPLIES.
HO 25 99, SINKHOLE-LOSS COVERAGE - TENNESSEE \$ 18.00
F-1217 SUMMIT CLASSIC HOMEOWNERS ENDORSEMENT, IS ATTACHED. INCLUDED

RISK LOCATION RATING INFORMATION

YOU RESIDE IN A BRICK ON FRAME TOWNHOUSE OR ROW HOUSE THAT HAS 1 FAMILY PER FIRE DIVISION. IT IS LOCATED WITHIN 1000 FEET OF A FIRE HYDRANT AND WITHIN 1 MILE OF A FIRE STATION. ITS YEAR OF CONSTRUCTION IS 1979. THE TOWNHOUSE OR ROW HOUSE IS YOUR PRIMARY RESIDENCE. YOUR FIRE DISTRICT IS HENDERSONVILLE.

THE ZIP CODE USED FOR THE PURPOSE OF RATING THIS POLICY IS 37075-4610, THE COUNTY IS SUMNER, AND THE PROTECTION CLASS IS 04, AND THE CITY/COUNTY CODE IS 0180-830, AND THE BUILDING CODE EFFECTIVENESS GRADING CODE IS 99.

(A) THE RESIDENCE PREMISES IS NOT SEASONAL; (B) NO BUSINESS PURSUITS ARE CONDUCTED ON THE RESIDENCE PREMISES; (C) THE RESIDENCE PREMISES IS THE ONLY PREMISES WHERE YOU MAINTAIN A RESIDENCE OTHER THAN BUSINESS OR FARM PROPERTIES; (D) THE INSURED HAS NO FULL TIME RESIDENCE EMPLOYEES; (E) THE INSURED HAS NO OUTBOARD MOTOR(S) OR WATERCRAFT OTHERWISE EXCLUDED UNDER THIS POLICY FOR WHICH COVERAGE IS DESIRED.

EXCEPTIONS, IF ANY TO (A), (B), (C), (D), OR (E): C

PREMIUM ADJUSTMENT

THE PREMIUM WAS CALCULATED USING A PRO RATA FACTOR OF: 1.000
PREMIUM ADJUSTMENT RESULTING FROM THIS CHANGE ENDORSEMENT:

HOMEOWNERS POLICY ENDORSEMENT

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA
3426 TORINGDON WAY STE 200
CHARLOTTE, N.C. 28277

Named Insured and Mailing Address
JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075--4610

Number	H 2187536
Term	01B TN
Agent No.	00-41040-00000
Period	09/20/2012 to 09/20/2013 12:01 A.M. Standard Time At The Residence Premises
EFF. DATE OF CHANGE 09/20/2012	

PAGE 3

\$6.00 ADDITIONAL

PLEASE DO NOT PAY UNTIL BILLED.



SELECTIVE
Insurance

POLICY DOCUMENT

H 2187536

INSURED'S COPY

Selective Insurance
40 Wantage Avenue Branchville
New Jersey 07890
(973) 948-3000

HOMEOWNERS POLICY ENDORSEMENT

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA
3426 TORINGDON WAY STE 200
CHARLOTTE, N.C. 28277

Named Insured and Mailing Address
JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075--4610

Number H 2187536

Term 01D TN

Agent No. 00-41040-00000

Period
09/20/2012 to 09/20/2013
12:01 A.M. Standard Time
At The Residence Premises

EFF. DATE OF CHANGE 07/01/2013

AGENT:
GENY INSURANCE GROUP LLC
992 DAVIDSON DR
NASHVILLE, TN 37205--1051

BILL ACCT. NO.: 794413959

615-356-3212

THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT THE ABOVE ADDRESS
UNLESS OTHERWISE STATED BELOW.

COVERAGE IS PROVIDED WHERE A PREMIUM OR LIMIT
OF LIABILITY IS SHOWN FOR THE COVERAGE.

SECTION I COVERAGES	LIMIT OF LIABILITY	PREMIUM
A. DWELLING	\$ 250,000	
B. OTHER STRUCTURES	\$ 25,000	
C. PERSONAL PROPERTY	\$ 187,500	
D. LOSS OF USE	\$ SEE BELOW	
SECTION I PREMIUM		\$ 741.00
SECTION II COVERAGES AND LIMITS OF LIABILITY		
E. PERSONAL LIABILITY	\$ 300,000 EACH OCCURRENCE	INCLUDED
F. MEDICAL PAYMENTS TO OTHERS	\$ 5,000 EACH PERSON	INCLUDED
ADDITIONAL COVERAGES (SEE "REMARKS" SECTION FOR DETAILS)		\$ 53.00
TOTAL COMBINED PREMIUM		\$ 794.00

SECTION I - DEDUCTIBLES (INCLUDED IN SECTION I PREMIUM)

\$ 1000 ALL PERILS

IN CASE OF LOSS UNDER SECTION I, WE COVER ONLY THAT PART OF THE LOSS OVER THE
DEDUCTIBLE(S) STATED.

FORM AND ENDORSEMENTS MADE PART OF YOUR POLICY:
(NUMBER(S) AND EDITION DATE(S) ARE PROVIDED BELOW.)

FORM: HO 00 05 10 00
ENDORSEMENT(S):
HO 01 41 12 01 HO 04 96 10 00 F-1148 (09-02)
MISC1597 (10-06) MISC-798 (06-01) MISC1600 (05-00)
M1810C (05-11) IN0197 (08-07) HO 04 53 10 00
HO 04 27 04 02 F-1213 (11-07) HO 05 80 10 00
HO 24 82 04 02 HO 04 90 10 00 F-1305 (03-10)
HO 25 99 01 07 F-1217 (08-11)

POLICY CHANGES

THIS POLICY IS AMENDED AS FOLLOWS:

DELETED: ADDITIONAL RESIDENCES OCCUPIED BY INSURED COVERAGE

PLEASE REFER TO THE PREMIUM ADJUSTMENT SECTION OF THIS ENDORSEMENT.

-REMARKS-

THIS POLICY DOES NOT PROVIDE WORKERS COMPENSATION INSURANCE FOR RESIDENCE
EMPLOYEES OR FOR ANY OTHER EMPLOYEES.

THE FOLLOWING ITEMS ARE INCLUDED IN YOUR SECTION I PREMIUM UNLESS OTHERWISE
STATED.

HOME/AUTO ACCOUNTS WITH SELECTIVE APPLIES.
LOSS FREE DISCOUNT APPLIES.

Issuing Date: 07/23/2013

D/B-01- I

F-697 (11/07)

Case 3:14-cv-01998 Document 1-1 Filed 10/20/14 Page 83 of 98 PageID #85

INSURED'S COPY

HOMEOWNERS POLICY ENDORSEMENT

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA
3426 TORINGDON WAY STE 200
CHARLOTTE, N.C. 28277

Named Insured and Mailing Address
JENNIFER HAAG
107 CHEYENNE DR
HENDERSONVILLE, TN 37075--4610

Number	H 2187536
Term	01D TN
Agent No.	00-41040-00000
Period	09/20/2012 to 09/20/2013 12:01 A.M. Standard Time At The Residence Premises EFF. DATE OF CHANGE 07/01/2013

PAGE 2

GOOD FAYER APPLIES.

INCREASE IN COVERAGE C, PERSONAL PROPERTY, APPLIES.

COVERAGE D-LOSS OF USE IS COVERAGE FOR THE ACTUAL LOSS SUSTAINED
FOR A PERIOD OF 12 MONTHS IMMEDIATELY FOLLOWING THE DATE OF LOSS,
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SWIMMING POOL, DOES NOT APPLY.

TRAMPOLINE, DOES NOT APPLY.

OF HOUSEHOLD OCCUPANTS 1

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PROPERTY COVERAGE LIMIT 10000

COVERAGE AGGREGATE LIABILITY SUB-LIMIT 50000

HO 04 53, CREDIT CARD, FUND TRANSFER CARD OR ACCESS DEVICE,
FORGERY AND COUNTERFEIT MONEY COVERAGE - INCREASED LIMIT,
IS ATTACHED.

INCREASED LIMIT OF LIABILITY: \$10,000

F-1213, IDENTITY FRAUD EXPENSE ENDORSEMENT, IS ATTACHED.

LIMIT: 20000

HO 05 80, PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL AND LIMITED
LEAD AND LIMITED ESCAPED LIQUID FUEL LIABILITY COVERAGES,
IS ATTACHED.

AGGREGATE LIMITED LEAD AND ESCAPED LIQUID FUEL LIMIT OF LIABILITY:

\$ 50000

PROPERTY REMEDIATION FOR ESCAPED LIQUID FUEL LIMIT OF LIABILITY

\$ 10000

HO 24 82, PERSONAL INJURY, IS ATTACHED.

HO 04 90, PERSONAL PROPERTY REPLACEMENT COST, IS ATTACHED.

F-1305, WATER BACKUP AND SUMP OVERFLOW IS ATTACHED.

LIMIT OF LIABILITY IS \$ 15,000. A DEDUCTIBLE OF \$250.00 APPLIES.

HO 25 99, SINKHOLE LOSS COVERAGE - TENNESSEE

F-1217 SUMMIT CLASSIC HOMEOWNERS ENDORSEMENT, IS ATTACHED.

INCLUDED

INCLUDED

INCLUDED

\$ 1.00

\$ 21.00

INCLUDED

\$ 4.00-

INCLUDED

INCLUDED

\$ 17.00

\$ 18.00

INCLUDED

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YOU RESIDE IN A BRICK ON FRAME TOWNHOUSE OR ROW HOUSE THAT HAS 1 FAMILY PER
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THE COUNTY IS SUMNER, AND THE PROTECTION CLASS IS 04, AND THE CITY/COUNTY
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PREMISES WHERE YOU MAINTAIN A RESIDENCE OTHER THAN BUSINESS OR FARM PROPERTIES;
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OUTBOARD MOTOR(S) OR WATERCRAFT OTHERWISE EXCLUDED UNDER THIS POLICY FOR
WHICH COVERAGE IS DESIRED.

EXCEPTIONS, IF ANY TO (A), (B), (C), (D), OR (E): NONE

PREMIUM ADJUSTMENT

THE PREMIUM WAS CALCULATED USING A PRO RATA FACTOR OF: 0.223

PREMIUM ADJUSTMENT RESULTING FROM THIS CHANGE ENDORSEMENT: NONE



SELECTIVE®

Selective Insurance Company of America
Matthew Meulemans
P.O. Box 7259
London, KY 40742
Phone#: 615-679-9761
Fax#: 877-233-1354
matthew.meulemans@selective.com

November 18, 2013

Jennifer Haag
107 Cheyenne Dr
Hendersonville, TN 370754610

CC: Robert Thompson All-American Public Adjusters aapublicadjusters@yahoo.com

RE: Insured: Jennifer Haag
Our Claim Number: 21336813
Selective Policy Number: H 2187536
Policy Period: 9/20/2012-9/20/2013
Policy Limits: Dwelling \$250,000; Other Structures \$25,000; Personal Property \$187,500; Deductible \$1,000; Sinkhole Deductible \$1,000
Date of Loss: 5/01/2013
Company Name: Selective Insurance Company of South Carolina

Dear Jennifer Haag:

I am a(n) Claims Management Specialist employed by Selective Insurance Company of America, which is handling this claim on behalf of your insurance carrier, Selective Insurance Company of South Carolina (Selective). I am responsible for handling this claim and determining what coverage may be available under the terms of the insurance policy(ies) you purchased from Selective.

You have requested that Selective provide insurance coverage for the claim for cracks in the exterior and interior of the dwelling and a depression that has appeared in the Earth outside the dwelling. That request was made under the insurance policy referenced above.

SUMMARY OF SELECTIVE'S POSITION

We have carefully evaluated the facts and circumstances of this claim. Unfortunately, we must advise you that the terms of the policy that you purchased from Selective do not afford insurance coverage for this claim. The purpose of this letter is to explain how we came to this decision. Obviously, if you feel we have reached this determination in error, please contact me so we can discuss this matter and I will be happy to answer any questions you may have.

However, if you should come into possession of new or different information you feel may cause Selective to change its decision; we will be pleased to review it. On the other hand, if we do not hear from you in the next 30 days, we will assume you accept our decision and we will close our file.

EXHIBIT

FACTS OF THIS CLAIM

On or about 05/01/2013, a hole in your yard was discovered approximately 15 feet from the dwelling. A claim was reported to Selective's Claims Service Center on July 15th by Geny Insurance Group. The initial report stated that there is a sinkhole on the right side of the yard and that a city engineer has inspected it and determined it is a sinkhole.

On July 15th I contacted Jennifer Haag and set an appointment to inspect the damage to the home and the depression in the ground. On July 18th I met Ms. Haag at her home and inspected the premises. I viewed a small diameter hole approximately 5 feet deep approximately 15 feet to the right of the dwelling and several cracks on the interior and exterior of the dwelling.

On July 22nd I contacted Rimkus Consulting Group and assigned the investigation to determine if the depression in the yard fits the definition of a "sinkhole". During the following 3 months a representative of Rimkus Consulting Group was in contact with Ms. Haag and made numerous visits to the insured premises to test and study the site and the distress to the property.

We recently provided a copy of the final report to your public adjuster from Rimkus Consulting Group regarding their inspections and findings.

SELECTIVE'S COVERAGE POSITION

Based upon our investigation we have identified certain provisions of your policy which are applicable to this claim. In this section, we will review those parts of your policy and explain why coverage is not available under the terms of the policy you purchased.

SECTION I — PROPERTY COVERAGES

A. Coverage A — Dwelling

1. We cover:
 - a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
 - b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".
2. We do not cover land, including land on which the dwelling is located.

B. Coverage B — Other Structures

1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
2. We do not cover:
 - a. Land, including land on which the other structures are located;
 - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;

- c. Other structures from which any "business" is conducted; or
 - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant of the dwelling provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.
3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

The above describes the covered property to which this insurance applies. Please note that this policy does not cover land including land on which structures are located.

Your policy also contains definitions which apply to the above insuring agreement:

6. "Insured location" means:
- a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises described in a. and b. above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. "Bodily injury"; or
 - b. "Property damage".
11. "Residence premises" means:
- a. The one family dwelling where you reside;
 - b. The two, three or four family dwelling where you reside in at least one of the family units; or
 - c. That part of any other building where you reside;
- and which is shown as the "residence premises" in the Declarations.
- "Residence premises" also includes other structures and grounds at that location.

Please turn your attention to page 11 Section I – Perils Insured Against which states in part:

We insure against risk of direct physical loss to property described in Coverages A, B and C.

We do not insure, however, for loss:

A. Under Coverages A, B and C:

1. Excluded under Section I — Exclusions.

Please note that your policy also contains a number of Exclusions which may bar or limit coverage in this case. In particular, the Exclusions which apply follow below. On page 13 begins Section I.— Exclusions which states:

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting; caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

This Exclusion A.2. does not apply to loss by theft.

In addition to these exclusions this section also contains the following paragraph:

- B. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in A. above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance; of part or all of any property whether on or off the "residence premises".

Your policy also carries an HO2599 01/2007 Sinkhole Loss Coverage endorsement which provides limited coverage for "sinkhole" that is otherwise excluded in the underlying HO 00 05 10/2000 Homeowners 5 – Comprehensive Form outlined in the first

part of this letter. This endorsement states that the following language is added to Section I – Property Coverages in the underlying form:

Sinkhole Loss Coverage

We insure for direct physical loss to property covered under Section I caused by a "sinkhole loss". However, under Section I, Coverage C shall apply only if there is structural damage to a building caused by "sinkhole activity".

This endorsement also affects the following exclusion under Section I – Exclusions:

The Earth Movement Exclusion does not apply with respect to the coverage provided by this endorsement.

All other provisions of this policy apply.

The following definition in this endorsement applies to the additional coverage for "sinkhole" above:

DEFINITIONS

The following definitions are added:

1. "Sinkhole activity" means settlement or systematic weakening of the earth supporting property. The settlement or systematic weakening must result from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on lime-stone or similar rock formation.
2. "Sinkhole loss" means actual physical damage to a building:
 - a. Arising out of; or
 - b. Caused by;
sudden settlement or collapse of the earth sup-orting such building. The settlement or collapse must result directly from subterranean voids created by the action of water on lime-stone or similar rock formation.

As "sinkhole activity" is defined in the above paragraphs it was necessary to engage an expert to identify the underlying cause of the depression and the cracks in the structure.

The conclusions of Rimkus Consulting Group after extensive testing and study of the insured property rule out sinkhole activity as a cause of the cracks on the structures and concrete surfaces around the structure. They also determined that the depression in the ground is not a sinkhole, but is "due to the decomposition of the root system of a formerly removed tree or shrubbery that was exacerbated by erosion due to drainage conditions in that area". They further stated that the formation of the open depression has had no effect on the dwelling structure.

Although Selective is today declining coverage for this claim, we will keep our file open for thirty days in case you wish to discuss our decision or wish to give us more or different information that may be relevant. We reserve the right to modify our position based on any such new or different information.

Hopefully, this letter provides you with a clear explanation of Selective's position regarding your insurance coverage available for this claim. However, if you would like to discuss any aspect of this claim, I would be happy to discuss such matters with you. I can be reached at the phone number set forth above.

I am sorry that we were unable to reach a more favorable determination concerning this claim.

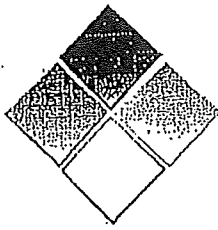
Sincerely,

Matthew Meulemans
Claims Management Specialist

Cc: Geny Insurance Group LLC

I am also required to advise that:

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation."



THOMPSON
TRIAL GROUP, P.A.

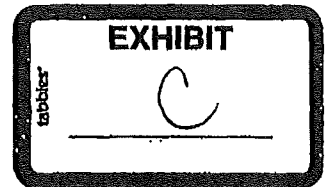
July 8, 2014

VIA U.S. MAIL

Matthew Meulemans, Claims Management Specialist
Selective Insurance Company of America
P.O. Box 7259
London, KY 40742

ATTN: Mr. Meulemans

Re: Insured: Haag, Jennifer
Policy No.: H 2187536
Claim No.: 21336813
Date of Loss: May 1, 2013
Subject Property: 107 Cheyenne Drive, Hendersonville, TN 37075-4610



FORMAL DEMAND UNDER TENNESSEE STATUTE 56-7-105

Dear Mr. Meulemans:

As you are aware, my office was retained by the above-referenced client to represent her regarding all aspects or claims pertaining to a potential sinkhole loss at the above referenced property. Please remember that Selective Insurance Company of America ("SICA") retained Rimkus Consulting Group, Inc., ("Rimkus") to conduct a sinkhole investigation. On October 23, 2013, Rimkus denied that sinkhole activity was, in fact, a cause of loss at the property, despite noting the visible open depression on the property. However, Rimkus failed to provide remediation recommendations. Nevertheless, inexplicably, SICA denied coverage.

Questioning the propriety of Rimkus' investigation and conclusions, the Insured retained an expert to fully review this matter in accordance with industry standards and Tennessee law. During its review, he discovered systematic weakening of soils, decreasing densities at depth, as well as irregular soil-rock interface on the limestone bedrock. Specifically, he found that the settlement damage to the home was indeed caused by sinkhole activity. Additionally, the Insured retained United Structural Systems ("USS") to provide an accurate remediation recommendation. USS recommended a repair program that includes underpinning the property

Mr. Matthew Meulemans
July 8, 2014
Page 2 of 2

at an estimated cost of \$141,550.00. *See attached reports.* Due to substantial structural damage, the Insured also obtained an initial verbal cosmetic repair estimate, which exceeds \$35,000.00.

Given the early posture of the case, and our client's willingness to be very reasonable in her expectations, we believe settlement is the best course of action to avoid unnecessary attorneys' fees, expert expenses, and litigation costs. Therefore, we are willing to recommend settlement to our client for \$165,000.00. This amount would be inclusive of attorneys' fees and costs. This offer is made in an effort to avoid further litigation costs and shall only remain open for (14) days. The settlement proceeds will need to be delivered as follows **in order for there to be an effectual settlement:**

- 1) *One check shall be made out to Ms. Haag and her mortgage company in the amount \$25,000.00; and*
- 2) *Second check made payable to Ms. Haag and the Thompson Trial Group, P.A. for \$140,000.00.*

In exchange for the above referenced settlement drafts, Ms. Haag will provide a full release for claims, including extra-contractual claims, related to the sinkhole loss.

In the event SICA fails to confirm coverage and restore the Insured's property to its pre-loss condition within fourteen (14) days, the Insured will file suit and seek a statutory bad faith penalty.

Sincerely,

Thomas W. Thompson

Thomas W. Thompson, Esquire
(Signed electronically in his absence to avoid delay)

TWT/amg
Encl.



United Structural Systems, Inc.
2111 Boat Factory Road • Pleasant View, TN 37146
phone (615) 227-2275 • fax (615) 746-5211
info@ussln.com • www.ussln.com

• MISCELLANEOUS AGREEMENT •

Customer: Jennifer Hagg Date: 6-17-2014
Company: _____ Title: _____
Address: same City: _____ State: _____ Zip Code: _____
Job Site Address: 107 Chyenne Dr. City: Hendersonville State: TN Zip Code: _____
Home Phone: (615) 824-0719 Cell: _____ Fax: _____
Work Phone: _____ Email: _____
County of Job Site: Sumner Referral Source: Internet

USS, Inc. agrees to:

STRUCTURAL STABILIZATION AND SINKHOLE REMEDIATION PROPOSAL:

SCOPE OF WORK BY USS:

- 1) Design and Engineering of all Structural components of this repair.....\$2,250.00
- 2) Required Hendersonville building permit and multiple inspection fees.....\$750.00
- 3) Mobilization of equipment to project site.....\$2,800.00
- 4) Installation of 47 steel piers driven to bedrock to vertically stabilize perimeter foundation.....\$51,700.00
- 5) Installation of 11 adjustable steel girder supports to stabilize interior of home.....\$8,250.00
- 6) Landscaping (40 shrubs).....\$3,600.00
- 7) Remove, store and reset garage contents.....\$1,225.00
- 8) Remove and replace A/C unit after pier installations.....\$1,475.00
- 9) Remove and replace garage floor.....\$6,500.00
- 10) Remove and replace front porch and sidewalk.....\$3,250.00
- 11) Remove and replace concrete turn around and driveway.....\$42,250.00
- 12) Excavate sinkhole to expose defect in bedrock, Remediate using an inverted filter cone
sinkhole repair method to a max depth of 14'.....\$17,500.00
- Possible Additional charge if sinkhole depth exceeds 14'.....\$1,250 per. L.F.

Additional Remarks:

Total Amount: \$141,550.00

Down Payment: \$0.00

Balance Due At Completion*: \$141,550.00

ACCEPTANCE OF PROPOSAL:

The prices, specifications and conditions on this proposal/contract are satisfactory and are hereby accepted. USS, Inc. is authorized to do the work as specified. Payment will be made upon completion of project. I understand that failure to pay USS, Inc. shall result in voiding of all guarantees. I also understand that failure to pay USS, Inc. may result in my assuming any legal fees associated with USS, Inc.'s attempt to collect my unpaid balance.

*Credit card payments are subject to a processing fee.

SIGNATURE: _____

DATE: _____

USS, INC REPRESENTATIVE: Edward K. Williams

DATE: 6/17/2014

BUYERS RIGHT TO CANCEL: You may cancel this agreement or purchase by contacting USS, Inc. prior to scheduled install date.



United Structural Systems, Inc.
2111 Boat Factory Road • Pleasant View, TN 37146
phone (615) 227-2275 • fax (615) 746-5211
info@usstn.com • www.usstn.com

• FOUNDATION UNDERPINNING AGREEMENT •

Customer: Jennifer Hagg Date: 6-17-2014
Company: _____ Title: _____
Address: same City: _____ State: _____ Zip Code: _____
Job Site Address: 107 Chyenne Dr. City: Hendersonville State: TN Zip Code: _____
Home Phone: (615) 824-0719 Cell: _____ Fax: _____
Work Phone: _____ Email: _____
County of Job Site: Sumner Referral Source: Internet

USS, Inc. agrees to:

1. Furnish labor and material for installation of: 47 Pier Types?
See attached drawing for approximate pier locations.
2. The degree of lift and amount of correction can neither be predicted nor guaranteed. The lifetime guarantee covers vertical stabilization in the area piers as indicated on the attached drawing.
3. Backfill and tamp all removed dirt or stone and replace concrete/asphalt surfaces that may need to be removed for pier installation.
4. Not be responsible for any tile, carpet, paneling, drywall, interior damage, appliances, HVAC systems, etc., or the survival of outside plants that need to be removed and replaced.
5. Assume normal construction and concrete thickness and that no unforeseen conditions exist.
If this is not the case or if previous concrete underpins/piers are encountered, an additional agreed upon amount will be made to prepare the affected area for proper pier installation.
6. Cosmetic repairs to include: •Tuckpoint (patch mortar) in area of repair. Yes
•Caulk outside doors and/or windows in area of repair. Yes
7. Estimated completion in: 15-20 Working Days

TRANSFERABLE
WARRANTY:
(UNLIMITED, NO FEE)

Lifetime of Structure

DEPTH CLAUSE: If the average pier depth exceeds 14 linear feet, then an additional charge of \$28.00 per linear foot will be added to the contract price.

Additional Remarks:

Total Amount: INCLUDED

Down Payment: \$0.00

Balance Due At Completion*: INCLUDED

*Credit card payments are subject to a processing fee.

ACCEPTANCE OF PROPOSAL:

The prices, specifications and conditions on this proposal/contract are satisfactory and are hereby accepted. USS, Inc. is authorized to do the work as specified. Payment will be made upon completion of project. I understand that failure to pay USS, Inc. shall result in voiding of all guarantees. I also understand that failure to pay USS, Inc. may result in my assuming any legal fees associated with USS, Inc.'s attempt to collect my unpaid balance.

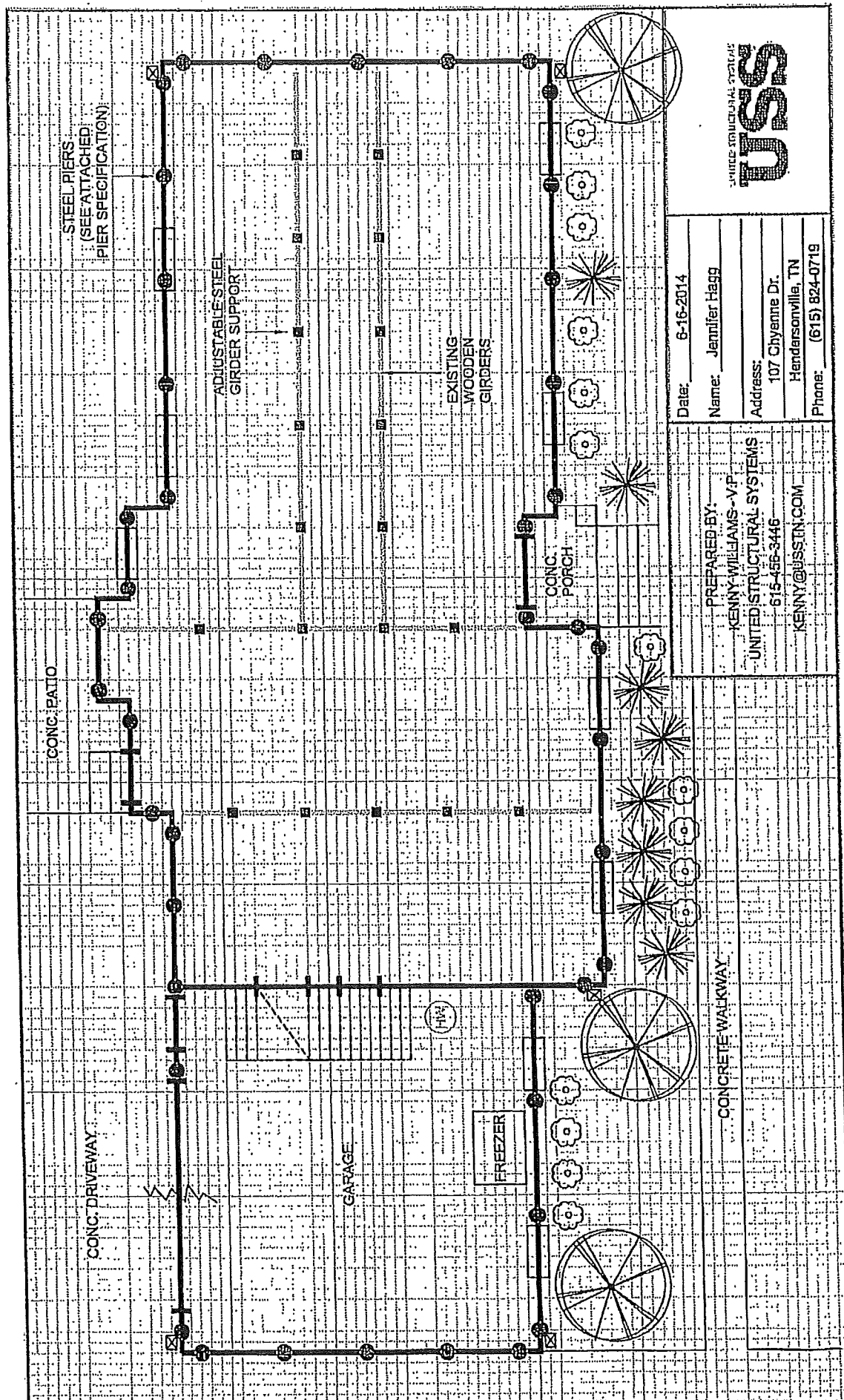
SIGNATURE: _____

DATE: _____

USS, INC REPRESENTATIVE: Edmond K. Williams

DATE: 6/17/2014

BUYERS RIGHT TO CANCEL: You may cancel this agreement or purchase by contacting USS, Inc. prior to scheduled start date.



UNITED STRUCTURAL SYSTEMS
USS

Date: 6-16-2014
 Name: Jennifer Hagg
 Address: 107 Chyanne Dr.
 Hendersonville, TN
 Phone: (615) 824-0719

PREPARED BY:
 KENNY WILLIAMS - V.P.
 UNITED STRUCTURAL SYSTEMS
 615-456-3446
 KENNY@USSIN.COM

STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov

September 25, 2014

Selective Ins Co Of America
2908 Poston Avenue, % C S C
Nashville, TN 37203
NAIC # 12572

Certified Mail
Return Receipt Requested
7012 3460 0002 8945 1817
Cashier # 17559

Re: Jennifer Haag V. Selective Ins Co Of America

Docket # 2014-CV-1029

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served September 25, 2014, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Sumner County
P O Box 549
Gallatin, Tn 37066

STATE OF TENNESSEE
18th JUDICIAL DISTRICT
Circuit Court Sumner County, Tennessee

☒ Original
☐ Alias
☐ Pluries

JENNIFER HAAG

 **COPY**

☐ Local Sheriff
☐ Out of County
☐ Sec. of State
☒ Comm. of Ins.
☐ Attorney
☐ Certified Mail

Plaintiff(s)

vs. Case # 83 CCI-2014-CV-1029
SELECTIVE INSURANCE COMPANY OF AMERICA

Defendant(s)

TO THE ABOVE NAMED DEFENDANT(S): SELECTIVE INSURANCE COMPANY OF AMERICA

You are hereby summoned to appear and defend a Civil Action filed against you in the Circuit Court, Sumner County, Tennessee; and your defense must be made within thirty (30) days from the date this summons is served upon you, exclusive of the day of service. You are further directed to file your defense with the Clerk of this Court and send a copy to the Plaintiff's Attorney, _____

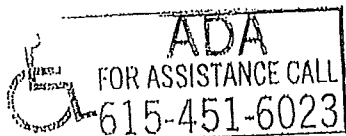
THOMAS W. THOMPSON whose address is _____
4725 N. LOIS AVENUE, TAMPA, FL 33614. In case of your failure to defend this action by the above date, judgment by default can be rendered against you for the relief demanded in the complaint.

TO THE SHERIFF: Execute this summons and make your return herein as provided by law.

WITNESS, Kathryn Strong, Clerk of the Circuit Court at Office in Gallatin, Tennessee, the

3rd Monday of AUGUST, 20 14.

Issued: SEPTEMBER 22, 20 14.



KATHRYN STRONG, CLERK

By: M. Brooks D.C.

RECEIVED THIS SUMMONS FOR SERVICE, THIS _____ DAY OF _____, 20 _____

Deputy Sheriff

RETURN ON SERVICE OF SUMMONS

I hereby certify and return that on the _____ day of _____, 20 _____, I served this summons together with a copy of the complaint herein as follows:

SHERIFF - DEPUTY SHERIFF

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return, that on the _____ day of _____, 20____, I sent, postage prepaid, by registered return receipt mail, ~~or certified return receipt mail~~, a certified copy of the summons and a copy of the complaint in Case No. _____ to the defendant, _____.

On the _____ day of _____, 20____ I received the return receipt for said registered or certified mail, which had been signed by _____ on the _____ day of _____, 20____. Said return receipt is attached to this original summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

SWORN TO AND SUBSCRIBED BEFORE ME ON
THIS _____ DAY OF _____, 20____

PLAINTIFF/PLAINTIFF'S ATTORNEY OTHER
PERSON AUTHORIZED BY STATUTE TO SERVE
PROCESS

____ NOTARY PUBLIC or ____ DEPUTY CLERK
My Commission Expires: _____

NOTICE

TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

ATTACH
RETURN RECEIPT
HERE
(IF APPLICABLE)

STATE OF TENNESSEE
COUNTY OF SUMNER

I, Kathryn Strong, Clerk of the Circuit Court in the State and County aforesaid, do hereby certify this to be a true and correct copy of the original summons issued in this case.

*(To be completed only if
copy certification required.)*

Kathryn Strong, Clerk

By: _____